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The Appeal Lists.

THE LISTS of appeals, which were not published in time for our last week's issue, shew a remarkable diminution in number. As against 243 appeals at the commencement of the last sittings, and 205 a year ago, there are now only 161. There are only 40 appeals from the Chancery Division, as compared with 53 at the commencement of the last sittings, and 93 from the King's Bench Division as compared with 151 at the same time. The Probate, &c., Division has, however, 3 appeals in place of the solitary appeal at the last sittings.

The Admiralty Division.

THE SQUALLY and tempestuous weather which has recently visited the coasts of the United Kingdom has, unfortunately, been attended with numerous disasters to merchant shipping. A large proportion of the business of the Admiralty Court is derived from claims in respect of salvage service, and it might be thought that the practitioners in that court would, to some extent, benefit by the disasters which have affected the maritime community. Complaint, however, is made that cases which are in every respect suitable for a judge, assisted by two of the Elder Brethren of the Trinity House, and for a subsequent hearing before the Court of Appeal and House of Lords, are in these days referred to an arbitrator, who is not always anxious to avail himself of the services of the legal profession. One of the advantages of a reference to arbitration is, no doubt, that a case may be disposed of with reasonable dispatch, and that it is not necessary to place it on a list behind others the hearing of which may occupy many days. We have, however, more than once heard that mercantile causes of every description were deserting the courts, and have afterwards had reason to think that the rumour was without foundation.

Ways and Means Resolutions of the Commons.

ON TUESDAY last the Attorney-General dealt with the constitutional issue that has to be decided at the coming elections. For the most part the question whether a ways and means resolution of the House of Commons should be accepted by the courts as a sufficient and legal authority for demand of taxes has (so far as the utterances of lawyers are concerned) formed the subject of letters to the press and speeches made in Parliament.

The Attorney-General rather broke new ground in dealing with this question at a public meeting. Especially interesting were his somewhat brief references to this question. He quoted Lord CHATHAM to the effect that "the assent of the House of Lords was necessary in order to give to the money grants of the House of Commons the form of law." This is, of course, obvious. He then proceeded: "I do not by any means say that the courts of law will not, or may not, act on a resolution of the House of Commons. That is a question which may possibly arise for discussion elsewhere very soon, and so at present I will say nothing about it." As pointed out in our issue of November 20th last, a former Attorney-General declared roundly from his seat in the House of Commons that the courts of law might and would act on a resolution of the Commons only. Sir W. S. ROBSON'S remarks seem to justify the anticipation which we ventured to make in these columns that, sooner or later, the legal validity of a ways and means resolution will be tested in the courts.

The Report of the Commission on Canals and Waterways.

THE REPORT of the Commission on Canals and Waterways, which is to the effect that a Central Board should be formed for the improvement of the principal canals, and that a scheme for the improvement of certain routes should be drawn up and submitted to Parliament, shares some of the opinions of M. FREYCINET, who stated, in a report on the rivers and canals of France, that "navigable waterways play an important part in the production of the wealth of a country. It has been found that navigable waterways and railways are not destined to supplant but to support one another. Railways take the least cumbrous traffic—that which requires speed and regularity, and bears more easily the cost of carriage. Waterways take heavy goods of low value, and their mere existence checks and moderates the rates on goods which are sent by railway." It is possible that if the English canals had not partially fallen into the hands of the railway companies, and if an effort had been made to secure uniformity in depth, and in the size of locks on the principal lines—as in France—a fair traffic would have been maintained with great benefit to the country. But ever since the commencement of the railway period, some seventy years ago, the decrease of canal traffic has been continuous, and the gradual decline of the importance of the canal companies as carriers may be measured by referring to the reports of cases relating to canals and navigation companies. A considerable number of these cases—some of them involving points of law of general interest—may be found in the Digests, but it will be found that, with few exceptions, they were decided in the earlier part of the last century. These cases, irrespective of their antiquity, may be rendered almost valueless by the constant demand for the rapid carriage of different commodities.

Conversion of Friendly Societies into Limited Companies.

THE CONVERSION of a friendly society into a limited company is authorized by section 71 of the Friendly Societies Act, 1896, but it probably was not contemplated that this process should be made the occasion for enlarging the objects of the society, and in *Blythe* v. *Birtley* (*Times*, 12th inst.) the Court of Appeal have refused to allow the section to be used for this purpose. The objects for which a friendly society may be formed are stated in section 8 of the Act, and they are of a restricted nature: thus they may include insurance against fire of the tools or implements of trade of members, but only up to £15. Section 71 provides that a registered society may, by special resolution, determine to convert itself into a company under the Companies Acts, 1862 to 1890—now the Companies (Consolidation) Act, 1908—and the resolution, if it contains the necessary particulars, will have the effect of a memorandum of association. Section 74 defines the meaning of "special resolution," and requires that it shall be passed by a majority of not less than three-fourths of the members entitled to vote, and be confirmed by a simple majority. In the present case a resolution under section 71 had been passed which purported not only to convert the society into a limited company, but also to enlarge its objects by authorizing the company to carry on all kinds of insurance business. If this were permissible, it is obvious that a friendly society would be able to do by resolution, in the process of converting itself into a company, what a company can only do under the safeguards imposed by the Legislature. Thus under section 9 of the Companies Act, 1908, replacing sections 1 and 2 of the Act of 1890, a company, in order to alter its objects as defined by the memorandum of association, must obtain the sanction of the court; and the court, before exercising its discretion to give this sanction, must be satisfied that the requirements of the section as to notices and otherwise have been complied with. In the present case the Court of Appeal held that a friendly society could not get rid of this procedure by means of a special resolution under section 71 of the Friendly Societies Act, 1896. That only enables it to become a company with the same objects as before the conversion. If it desires to enlarge its objects, this must be done subsequently in accordance with the statutory requirements for a company.

A Novel Form of Charitable Bequest.

A QUAINT case came before Mr. Justice EVE on the first day of the present sittings (*Re Charlesworth*, reported elsewhere). The Rev. E. G. CHARLESWORTH, for very many years a member of the Cleveland Clerical Society, in the diocese of Durham, the members of which meet quarterly at 11 a.m. to discuss the religious welfare of the district, who had seen that the expense of providing themselves with a midday meal away from their homes after these quarterly meetings prevented clergymen living in the remoter parts of the district from attending the meetings, bequeathed a sum of stock to the society, upon trust to apply the dividends in paying the costs of this meal, instead of the clergymen paying such cost out of their own pockets; and the question arose whether, notwithstanding that the society was a charity, the destination of the income was really charitable, so as to avoid falling within the rule against perpetuities. It was argued in favour of the bequest that it was equivalent to a gift to the society on condition that they altered their arrangements in such manner as to give the midday meal free so far as the dividends would extend; that a perpetuity within the limits of a charity was not illegal; and that the effect of the gift was to increase the benefits conferred upon the community by the society by ensuring a larger attendance of the clergy. On the other hand, it was contended that this would be illegal as a bribe to the clergy to attend; that the bequest was not in substance a gift to the society but a trust for a purpose outside its objects; and that providing meals was not a charitable bequest, as there was nothing to confine the benefits to the poorer clergy. Mr. Justice EVE, after remarking incidentally that the inducement to attend created by the bequest was perfectly justifiable, having regard to the natural craving for food at the time the meetings ended, said that the gift promoted the objects of the society, and that the attendance of the wealthier clergy to give their experience and advice might be just as useful as that of their poorer brethren, and decided that the gift was a good gift for a charitable religious object. All we can add, in the way of legal authority for this decision, is that Lord STOWELL'S *dictum* (reported in Boswell's Johnson), that "a dinner lubricates business," may be equally applicable to the prospect of a dinner.

Payment to Debenture-holders.

IT IS a well-known rule that a beneficiary in an estate, who is also a debtor to the estate, is not allowed to participate without accounting for the amount of his indebtedness, and upon this ground the debt has been held to be outside the Statute of Limitations: *Re Akerman* (1891, 3 Ch. 212). "A person," it was said in that case, "who owes an estate money, that is to say, who is bound to increase the general mass of the estate by a contribution of his own, cannot claim an aliquot share given to him out of that mass without first making the contribution which completes it." And the principle applies, not only in the administration of estates, but wherever the court is dealing with

a fund to which a person stands at once in the position of creditor and debtor. It has been applied, for instance, in the case of the distribution of a fund in court in a debenture holder's action, and of this the recent case of *Re Rhodesia Goldfields (Limited)* (*ante*, p. 135) is an example. There the debenture-holder, who was the plaintiff in the action, was also a director of the company, and claims were made against him by the company which had not been adjudicated upon. A fund in court in the action was ready for distribution among the debenture-holders. Since the action the plaintiff had assigned his debentures, and the assignees claimed to participate in the distribution. Had the debentures contained the ordinary clause making them assignable free from equities, the claim of the company against the plaintiff would not have hindered payment to his assignees: *Re Goy & Co. (Limited)* (1900, 2 Ch. 149). But this clause was absent, and accordingly the assignees took subject to any claim existing between the company and their assignor. Apart from special contract, the transferee of a *chose in action* stands in no better position than his transferor; and this principle was applied in *Re Brown & Gregory (Limited)* (1904, 1 Ch. 627), where the assignee under a creditors' deed of debentures belonging to a firm took them subject to claims of the company against the assignors. In all such cases the principle is that it is inequitable that a person entitled to a share of a fund should receive anything in respect of that share without contributing what he may be found to owe to the fund: *Re Goy & Co. (supra)*. The fund, since it comprises all the assets of the company, includes the liability of the debenture-holder, so that the question is not one merely of set-off. In the present case it had not been decided whether any and what claim could be established against the original debenture-holder, but SWINFEN EADY, J., held that, till this had been done, the funds distributable on his debentures must be kept in court and not paid to his assignees.

Right of Auctioneer to Sell to Himself.

IT IS laid down in a recent work on the law of auctions that an auctioneer authorized to sell is not justified in purchasing for himself, "although he is not absolutely disqualified from doing so, and the transaction may be sustained by evidence that the purchase was made with the full consent of his employer, and that the latter's interests were sufficiently guarded." This statement takes little account of the interests of those who bid at the auction, for whose protection provision is made by the Sale of Goods Act, 1893, which, by section 58 (3), enacts that where a sale by auction is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself, or to employ any person to bid at such sale . . . any sale contravening this rule may be treated as fraudulent by the buyer. In a recent case of *Jackson* v. *Smellie*, in the Whitehaven County Court, the plaintiff, an auctioneer, brought an action against the defendant, a farmer, to recover damages for breach of warranty on the purchase of a cow. The plaintiff bought the cow at the Whitehaven Auction Mart. The plaintiff was auctioneer at the mart and knocked the cow down to himself. It was submitted on his behalf that, although an auctioneer, as a general principle, ought not to purchase for himself, he had so acted according to a well-known practice among many of the auctioneers of the district. It would also be shewn that the seller knew who the buyer was, and took the purchase-money without demur, and so had waived the objection. Evidence that auctioneers were in the habit of buying for themselves was then given. For the defendant objection was made that the sale was illegal under the Sale of Goods Act. The judge said that the object of the law was much more far-reaching than concerned the seller. It was to prevent the public from being deceived at auctions. If an auctioneer could make one bid he could make a dozen or a hundred bids. In the present case he was of opinion that the auctioneer had lent himself to a transaction which in law was a fraud, though he had no doubt that it was not intentional. It was a fraud on the public to omit to give notice at the beginning of the sale that he himself was going to bid. The plaintiff was non-suited. This decision seems to follow the terms of the Act, though we are not aware that any such sale has been held to be illegal where there was a real bidding by the auctioneer.

Compensation for Unreasonable Disturbance of Tenant.

BY THE Agricultural Holdings (Scotland) Act, 1908, s. 10 (*a*), which corresponds to the English Agricultural Holdings Act, 1908, s. 11, when the landlord of a holding, without good and sufficient cause and for reasons inconsistent with good estate management, terminates the tenancy by notice to quit . . . the tenant, upon quitting the holding, shall, in addition to the compensation (if any) to which he may be entitled in respect of improvements, and notwithstanding any agreement to the contrary, be entitled to compensation for the loss or expense directly attributable to his quitting the holding . . . The compensation, in default of agreement, is to be settled by arbitration. The First Division of the Court of Session gave judgment on the 23rd of December in *Brown* v. *Mitchell*, an arbitration under the Agricultural Holdings Act, 1908. One of the points raised in the arbitration was whether, in order to escape a claim for compensation for disturbance, the landlord must have had not only an inducing cause good and sufficient in itself, but also reasons consistent with good estate management; and was the landlord bound to give notice of the "cause" and "reasons" which led him to terminate the tenancy; and upon whom was the burden of proof? The arbitrator expressed the view that to enable a landlord to escape from a claim for disturbance the inducing cause must be "good and sufficient" in itself, and that the reasons which led the landlord to resolve to terminate the tenancy must be "consistent with good estate management." The court was of opinion that the Act said nothing about the landlord escaping the obligation to pay compensation. On the contrary, it said that where the landlord of a holding without good and sufficient cause and for reasons inconsistent with good estate management, terminates the tenancy by notice to quit, then the tenant shall, under certain conditions, be allowed to claim. It was obvious that the person who was, so to speak, to bring the Act into effect must be the tenant, and he must bring it in by averment that the landlord had done what sub-section (*a*) of section 10 said he had to do in order to start a claim for compensation. It was argued by the landlord's counsel that unless the tenant could find out for himself what the landlord's reasons were, and prove they were bad, he could not succeed. It seemed to the court that the moment the tenant had said that the landlord terminated the tenancy for reasons inconsistent with good estate management, the next move rested with the landlord, and that it was for him to say that there was some reason for which he parted with the tenant. Compensation was given for what might be characterized as capricious disturbance on the part of the landlord in capriciously putting an end to the lease. What reasons were capricious and what reasons were were not capricious no one would try to define, because no one could figure before himself all the possible reasons for which a landlord might wish to get rid of a tenant. It was obviously the intention of the statute that there might be good reasons inconsistent with what might be called agricultural reasons. The agricultural reason, of course, would be that the tenant was a bad farmer, but there were many other classes of reasons. For instance, there was the reason that the rent was much too low, and the tenant would not give any more. The best proof would be proof that someone else was willing to give an increased rent. Nobody could say that that was not a good reason for parting with a tenant, and in the same way it would also come under the words of the section because it could not be said to be a reason inconsistent with good estate management, which meant getting as much as the property was worth. The right of English tenants to compensation for unreasonable disturbance of possession having only been conferred as from the 1st of January, 1909, there is practically no authority upon the interpretation of the section, and the observations of the Scottish court will be read with interest by English landlords and their legal advisers.

Income Tax Deducted from Annuities Payable by Insurance Company.

THE REPORTS of income tax cases are useful rather than entertaining, and the case of *Edinburgh Life Assurance Co.*

v. *Lord Advocate*, decided by the House of Lords on the 9th of December (reported *ante*, p. 133), may have escaped the notice of many readers. A joint stock company or commercial concern is, under Schedule D of the Income Tax Act, 1842, liable to be assessed to income tax in respect of the annual profits and gains arising from its business. The usual way of ascertaining the profits of a life insurance company is to apply the net premiums and interest (*a*) from securities in which the capital is invested, and (*b*) arising from the general investments of the company after provision for liabilities, including death claims, annuities, maturing endowments, &c. (and after making further provision for a reserve and special expenses), in paying a dividend to the shareholders on this capital. The income of the appellants, a life insurance company, consisted (1) of interest on investments —a considerable sum upon which income tax was deducted at its source, (2) premiums for life assurances, and (3) the purchase-money of annuities granted by them; while their outgoings consisted of (*a*) claims on policies, (*b*) surrenders of policies, (*c*) annuities, (*d*) expenses of management, (*e*) income tax, and (*f*) dividends to shareholders. No formal appropriation of the interest from the investments in the books of the company was made, nor was any particular fund charged with the payment of the annuities. The income from the investments was much larger than the sum paid each year as annuities. The company had also an income from premiums not taxed at their source. In paying their annuities the company deducted the amount of the income tax due in respect thereof and retained the amount of the income tax so deducted. The Crown having required an account, under section 24 (3) of the Customs and Inland Revenue Act, 1888, of the amount of the tax so retained, the House of Lords held that the annuities were payable out of profits or gains "brought into charge" by virtue of the Act, for although the interest on the investments was not really available income, the Crown received the tax on the whole of that sum and the company only got back the tax to a much smaller amount in respect of the annuities. The decision appears to be founded on common sense and justice, and involves no difficulty when the facts of the case are clearly ascertained.

English Railway Shares and Foreign Exchanges.

WE READ in the newspapers that the shares of the Great Eastern Railway Co. are in future to be quoted on the exchange of the city of Amsterdam, this being the first British railway stock to be quoted in any continental market. Impatience of the formalities of transfer is not conspicuous in this country; a fact which is illustrated by the procedure on the sale of Consols and Colonial securities. But foreign merchants have a strong preference for securities which pass by delivery to a *bonâ fide* holder for value, and we hear, accordingly, that dealings in the stock will be in certificates to bearer issued by a trust company against the deposit at their office of the English stock certificate inscribed in the trust company's name, acting as trustee for the holder of the bearer warrant for the time being. The effect of this arrangement is apparently that the purchaser of the certificate issued by the trust company has no direct remedy against the English railway company, and that for the sake of obtaining a security to bearer he is willing to exchange the English document of title for that issued by a different company. Englishmen appear, as a rule, to prefer that their names should appear on the register of the companies in which they have a pecuniary interest, believing that this is the safer course, though t may involve some delay and expense.

To speak of butterflies and the law in the same breath is, says the *Evening Standard*, to suggest the conversational incongruities of "Mr. F.'s Aunt." They are not usually regarded as associates, but in the personal interests of Sir Ford North, who has just completed his eightieth year, they have found common ground. He took silk in 1877, and after gaining respect and fame as a judge in the Chancery Division, he retired from the Bench in 1900. Entomology has always fascinated him, and the museum attached to his town house, overlooking Kensington Gardens, contains a wonderful collection of butterflies, moths, and beetles. He is a Fellow of the Royal Society.

Implied Election to Reconvert.

THE general rules as to the conversion and reconversion of real and personal property have been worked out by a long line of decisions, and they form a consistent and interesting body of law; though as the whole matter rests upon the distinction between these two kinds of property, this carefully constructed system is doomed to vanish whenever in the course of legal reform that distinction comes to an end. But the recent case of *Smith* v. *Gumbleton* (*ante*, p. 181), before NEVILLE, J., with reference to reconversion by the election of a remainderman, shews that new questions as to the application of the doctrine may still arise.

It is clear that a remainderman can elect to take property in its unconverted state; but for the election to be operative the property must be in fact unconverted when his interest falls into possession. Subject to this, the election is effectual whether the remainder is, at the time of election, vested or contingent. In *Crabtree* v. *Bramble* (3 Atk. 680), where the remainder was vested, Lord HARDWICKE, C., regarded acts done by the remainderman during the life of the tenant for life as shewing her intention to elect. "She had a right to elect," he said, "even during the mother's life." And, similarly, in *Meek* v. *Devenish* (6 Ch. D. 566) it was held that a person who was absolutely entitled in a contingent event might, before the happening of that event, elect to take the property unconverted. "It is not," said MALINS, V.C., "necessary that he should be absolutely entitled to the whole property when he gives the notice [of election], but when he becomes entitled the previous notice is operative." To effect a reconversion, however, it is essential that the parties electing should ultimately become entitled to the entire interest in the property. If they have only a limited or defeasible interest, there can be no conversion: Lord WESTBURY, C., in *Sisson* v. *Giles* (3 D. G. & S., p. 621).

Where there is an express election to take property in its unconverted state little difficulty arises; but probably in the majority of cases where reconversion is relied on there has been no express notice of election, and the election has to be made out from the circumstances. The election, of course, is purely a matter of intention, and it has been said that slight circumstances are sufficient to shew an intention to elect: *Pulteney* v. *Earl of Darlington* (1 Bro. C. C., p. 238), *Van* v. *Barnett* (19 Ves., p. 109). In the case of a present interest in land subject to a trust for sale the fact that the beneficiary remains in possession of the land may shew an intention to take it as land. Two years' possession has been held to be too short to presume an election: *Kirkman* v. *Miles* (13 Ves. 338); and similarly, as to the receipt of rents for three and a half years: *Brown* v. *Brown* (33 Beav. 399). Where possession alone is used as evidence of intention to elect, the period of possession should be considerable: *Dixon* v. *Gayfere* (17 Beav. 433). But usually there are other circumstances which shew that the beneficiary intends to retain possession of the land as owner. Where, for instance, he lays out money on the land, this strengthens the presumption of intention arising from possession: *Griesbach* v. *Fremantle* (17 Beav. 314); and the presumption is further strengthened if the possessor pays off a charge on the land (*Re Davidson*, 11 Ch. D. 341), or lets it, reserving the rent to himself and his heirs: *Mutlow* v. *Bigg* (1 Ch. D., p. 393). It is also a strong circumstance in favour of election that the beneficiary, who is in possession, gets the title deeds into his hands: *Davies* v. *Ashford* (15 Sim. 42), *Potter* v. *Dudeney* (56 L. T. 395). And the beneficiary may shew an intention to elect by the manner in which he disposes of the property by will, as where he devises the land specifically: *Sharp* v. *St. Saveur* (7 Ch. 343), *Meek* v. *Devenish* (*supra*).

Where the interest of the beneficiary who is alleged to have elected to reconvert is future, and he dies before it falls into possession, and without having expressed an intention on the matter, the above decisions do not afford any assistance, and in the present case of *Smith* v. *Gumbleton* (*supra*) the question was how an intention to elect was under such circumstances to be made out. Land was devised to one GRIFFITHS for life, and the remainder was included in a residuary devise and bequest of real

and personal estate to GUMBLETON and another on trust for sale. Out of the proceeds of sale debts and legacies were to be paid within six months of the testatrix's death, and the residue was given to GUMBLETON absolutely. All the debts and legacies were paid out of personalty. The trustees did not sell the remainder in the real estate, and GUMBLETON survived the testatrix for nine years and then died in the lifetime of the tenant for life. Under GUMBLETON'S will his real and personal estate went to different persons, and it was contended on behalf of the devisee of this real estate that he had elected to take the remainder as realty. This contention was based on the circumstances that as trustee of the will he had chosen to keep the remainder unsold, and that the real object of the trust for conversion was the payment of debts and legacies. Since these had been paid out of the personal estate, the need for conversion had gone. On the other hand, it would have been an unusual course to sell the remainder under such circumstances, and it was urged in favour of the continuance of the conversion that no intention to elect could be presumed from the mere omission to sell.

In *Smith* v. *Gumbleton* the circumstances in favour of election were very slight, but, as above pointed out, slight circumstances are sufficient, and NEVILLE, J., held that there was enough to shew an intention on the part of GUMBLETON to take the property as land. The mere fact that his interest was future at the time of the alleged election was not a bar. The cases above cited establish this. And the immediate purpose of the trust for conversion had been attained without having recourse to the land. It appeared that the land in question was convenient to be held with other neighbouring land of GUMBLETON'S, and the learned judge allowed weight to this consideration. Otherwise there seems to have been nothing but the fact that GUMBLETON as trustee kept the remainder unsold, and since this was the natural course it does not seem to tell very much in favour of election. On the whole, the decision seems to go upon what it may be supposed that GUMBLETON would have intended rather than on any actual intention, and it undoubtedly falls very near the line between election and non-election.

Implied Agreements Expressly Negatived.

AN implied term of a contract, or clause in a written instrument, may be defined as a term or clause which is, though actually non-existent, presumed to exist so as to produce the same legal effect as if it did exist. There are very few transactions entered into, whether by way of contract in the ordinary sense or by means of formal instruments such as conveyances, leases, &c., that do not require to be supplemented by implied terms or clauses in order to carry out the intentions of the parties effectually. In some cases the implications are introduced by the rules of the common law, equity, law merchant, mostly embodied in the reported decisions of the courts. In other cases the implication arises directly by force of an express statutory enactment. An example of the former kind is afforded by shipping law, when an agreement is implied to discharge cargo within a reasonable time, and examples of the latter kind occur in the Sale of Goods Act, 1893, ss. 12–15, by which various conditions are implied in a contract of sale. It is a singular thing that none of the text-writers who have dealt with the subject of the law of contract appear to have considered the possibility of all implications of every kind being, by express agreement between the parties, excluded from a particular contract or instrument.

On principle there appears to be no reason why the parties to a contract or instrument should not expressly agree that their rights shall be governed precisely by the arrangement, verbal or written, entered into, without introducing any implied term or provision for the benefit of either. The principle is embodied in the maxim *quilibet potest renunciare juri pro se introducto* (Wing. Max. 123). This is translated in Broom's Maxims (7th ed., p. 531): "Anyone may, at his pleasure, renounce the benefit of a stipulation or other right introduced entirely in his own favour." A text of the Digest sums this up more shortly: *Invito beneficium non datur*, which may be rendered, "No one can have an advantage forced on him" (D. 50. 17. 69).

No case seems to have come before the English courts in which the effect on the construction of a document of all implications being excluded has had to be considered. A case of the kind, however, did come before the Judicial Committee of the Privy Council, on appeal from New Zealand, some twelve years ago, and another recently cropped up in the Australian courts. In the first case the document was a lease of land, and the negativing clause was as follows: "It is hereby declared that there shall not be implied in this lease any covenant or provision whatever on the part of either of the parties hereto." In the other case the document was a tender and specification for erecting machinery, and the negativing clause ran: "It is to be understood that there is no agreement or understanding between us not embodied in this tender and your acceptance thereof."

In *Eccles* v. *Mills* (1898, A. C. 360), the first of the two cases referred to, the lessor had, by deed of the 2nd of September, 1868, leased a farm of 4,000 acres to the lessee, and the lease contained the following covenant: "The lessor, his heirs or assigns, will, at his or their own expense, on or before the 1st day of September, 1869, completely finish laying down in good English grass and in accordance with the rules of good husbandry the 1,000 acres which the lessor has already commenced laying down in English grass." The lessor died before September, 1869, having devised the leased land specifically, and without performing the covenant. The lessee claimed compensation for breach of the covenant, and eventually nearly £3,000 was paid him by the executors of the lessor out of their testator's general estate. The propriety of this payment was not questioned for many years; but in the course of a suit for the administration of the lessor's estate the question was raised whether the £3,000 should not have been paid by the specific devisees of the land, and not out of the general estate. The New Zealand courts held that the testator's general estate ought to be recouped by a charge on the land, on the footing of the damages for breach of the covenant having been payable by the specific devisees and not the general estate. The ground of this decision was that the covenant was not qualified by the declaration as to no provision being implied in the lease, and that the covenant thus ran with the reversion. On appeal, the Judicial Committee reversed this decision, and held that the effect of the declaration was to prevent the covenant running with the reversion. The judgment of the Board was delivered by Lord MACNAGHTEN, who pointed out that, but for the negativing declaration, there would have been implied in the lease an agreement by the lessor to lay down in grass so much of the land as had not already been laid down, and also an authority on the part of the lessee for the lessor to enter on the land and cultivate it for that purpose. If these provisions were implied, "it would be difficult to contend that the burthen of the covenant did not run with the reversion so as to give the lessee a right of action and a remedy against the persons who might be assignees of the reversion at the time fixed for the complete fulfilment of the contract." The effect of the declaration "is to qualify the preceding covenant by shutting out every possible implication which the terms of the covenant would seem to suggest or require . . . the declaration is not open to any ambiguity. The language is as plain and positive as language can be." Construed as qualified by the negativing declaration, the covenant did not run with the reversion, and not being a covenant incident to the relation of landlord and tenant, the liability for its breach fell on the testator's general estate.

Now, apparently, the case of *Eccles* v. *Mills* has not attracted the attention of any text writer except as a case on the construction of leases—at any rate, it is only to be found cited in books on the law of Landlord and Tenant, and in digests under the heading of "Landlord and Tenant." This probably accounts for the fact that in the other—the Australian—cases on the subject of negativing implied terms in a contract, *Eccles* v. *Mills* is not cited. It is pretty obvious that, had it been cited, the decision of the Australian court would have been different.

The Australian case referred to is *McDonald* v. *Hart* (9 State Reports, N.S.W. 463), decided by the Supreme Court of New South Wales in 1909, and being a unanimous decision of three judges. The plaintiff had agreed to erect a butter factory on the defendant's land. The contract (in the form of a tender and specification) contained the following clause: "The price shall be £766 payable to me as follows:—You to consign all butter produced by your own cows and manufactured within the factory to an approved agent in Sydney, you giving authority in writing to hand proceeds of sale to me, less 10 per cent. for working expenses, interest at the rate of 6 per cent. to be paid on unpaid balance after factory has been started six months." The clause negativing implied terms has already been quoted (*supra*). The plaintiff erected the factory and handed it over to the defendant in July, 1907. Up to January, 1909, no payment had been made by the defendant, and no butter had been made in the factory. The plaintiff accordingly brought his action, alleging a breach of an implied contract on the defendant's part to commence the business of dairying upon completion of the factory, and to carry it on and manufacture butter in sufficient quantities to pay the plaintiff the price of the plant within a reasonable time. The jury found a verdict for the plaintiff for £793. The defendant moved to set this verdict aside. The rule was discharged. Only one judgment was delivered, the other two judges concurring. It was held that "the court must imply a term in this contract in order to make it effectual, and . . . it must have been the intention of the parties that a reciprocal obligation should rest upon the defendant, and it must be taken to be implied, though not expressed in the contract, that she would within a reasonable time send as much milk as she could to the factory to be turned into butter." Two cases were cited on implying terms in bills of lading, but in neither of these cases was there any clause negativing implications. The decision, indeed, seems to do precisely what the New Zealand courts' decision did—neglect the negativing clause altogether. In the words of Lord MACNAGHTEN in *Eccles* v. *Mills* (*supra*), "whatever there might be beyond the mere letter of the contract depending on inference or implication, that was deliberately excluded." So here, the parties stood "to be bound by the strict letter of their contract. They chose to draw the line there." Had *Eccles* v. *Mills* been cited to the Australian court, it seems hardly likely that they would have declined to follow the principle there laid down. The only distinction that seems possible is that in *Eccles* v. *Mills* there was no question actually raised (though there very well might have been) as to the contract being effectual between the parties. In *McDonald* v. *Hart* it was plainly said that the unexpressed term must be implied in the contract "in order to make it effectual." But, to quote Lord MACNAGHTEN again, "the language is as plain and positive as language can be." On the whole, the New South Wales decision does not seem to be one that should be followed.

Reviews.

Foreign Judgments.

FOREIGN JUDGMENTS AND JURISDICTION. PART III. By Sir FRANCIS PIGGOTT, Chief Justice of Hong-kong. Hong-kong: Kelly & Walsh (Limited); London: Butterworth & Co.

This is a substantial volume of over 400 pages, and constitutes the final portion of the author's work on Foreign Judgments, the plan of which is stated in the preface to Part I. Parts I. and II. have already been reviewed in these columns. Owing to the length at which some of the subjects included in Part II. were dealt with—particularly "Domicil"—Part II. has really overflowed into the present volume, which consists of "Bankruptcy," "British Judgments and Orders," and "Parties Out of the Jurisdiction," comprised in Books VI., VII. and VIII. respectively. The arrangement is not logical, nor is it correctly indicated on the title-page. Book VI., on Bankruptcy, should have been included in Book V., on Status. The half of the present volume relating to Parties Out of the Jurisdiction is the second edition of the separate volume on Service Out of the Jurisdiction. There is an appendix containing matter belonging to both halves of the present volume. The fact is the learned author's subject-matter has rather got the better of him and has tended to become unmanageable in form.

The present volume, however, presents the same characteristics as the previous two volumes—interesting discussions of difficult points. Especially interesting are the pages devoted to the "Imperial Aspect of the Bankruptcy Act" (Chapter III.), including the "operation of colonial bankruptcy laws" (section 4). The subject of the power of legislating extra-territorially is here necessarily referred to, and Sir F. Piggott takes the opportunity of again suggesting that Crown colonies (though he should have said conquered and ceded colonies) have larger powers of extra-territorial legislation than colonies originally acquired by settlement. This matter was the subject of an addendum in Part II., and in noticing that volume we expressed our opinion that the theory advanced is of doubtful validity—and we still think so. The real meaning of what is meant, when it is said that the Bankruptcy Act is an Imperial statute operating throughout the British dominions, is well pointed out (pp. 77–79)—*i.e.*, that some of its provisions are extra-territorial. The criticism of "vest" on p. 81 is perhaps rather too fine. After all, "vest" only means that the bankrupt's property out of the United Kingdom passes to his trustee subject to local requirements as to registration, &c., being complied with.

Among other useful information is a complete and accurate list of the oversea dominions which have had the Colonial Probates Act, 1892, applied to them (p. 178). On the other hand, it is a matter for regret that no mention has been made of the Companies (Consolidation) Act, 1908, though the Act was assented to in December, 1908, and the preface is dated October, 1909. Book VIII., "Parties Out of the Jurisdiction," whilst not professing to deal with the minutiæ of practice, is nevertheless practical in its scope, and indicates the manner in which the principles referred to earlier in the work are carried out by the rules of procedure. Sir F. Piggott's three volumes will be found a most useful book of reference on nearly all the questions arising in the sphere of private international law or the conflict of laws.

Books of the Week.

The Law of Parliamentary Elections and Election Petitions; with Suggestions on the Conduct and Trial of an Election Petition, Forms and Precedents, and all Statutes bearing on the Subject. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Second Edition. Butterworth & Co.

Thornton on Patents (British and Foreign): The Pith of Patent Law and Practice in the United Kingdom and Abroad, with Rules, Forms, Examples and Precedents. By ALFRED AUGUSTUS THORNTON, Consulting Patent Agent. Charles Jones (Limited).

A Practical Index to the Companies (Consolidation) Act, 1908. By ANDREW BINNIE, F.C.A., C.A. Gee & Co.

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal December 2nd and 10th, 1909. Edited by HERMAN COHEN Barrister-at-Law. Vol. III., Part VIII. Stevens & Haynes.

Correspondence.

The Subsoil of Common Fields.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The letter on this subject in your number of the 8th instant opens up questions of no small interest in the history of English law, but what especially interests me is that the fields referred to are held in shifting severalty—the part held by A. in one year becoming the property of B. the next year, and so on.

I take it this is a survival of the agrarian arrangements about which many learned books have been written of late years.

Professor Vinogradoff in "The Growth of the Manor" writes, at p. 165:—"We may start from the following general outline of the economic position of the households of a township. They had the common and undivided use of the waste land, but this use could be limited and apportioned by the community. This waste land stretched usually over a great part of the territory assigned to the township, and the reclaiming of this land for purposes of exclusive cultivation and enjoyment was subjected to restrictive rules; the scarce and highly valued meadows were assigned under strict rules of proportionate division and redivision; the arable, which formed the most important and the most conspicuous portion of the whole, lay in scattered strips in the various fields and shots of the village, so that every holding presented a bundle of these strips equal to other bundles of the same denomination; everybody had to conform to the same rules and methods in regard to the rotation and cultivation of crops, and when these had been gathered the strips relapsed into the state of open field in common use. The homesteads and closes around them were kept under separate management, but had been

allotted by the community and could in some cases be subjected to re-allotment." He refers to the passage I have just quoted as being a description of the main system in operation in the course of the thousand years from A.D. 500 till A.D. 1500 and extending many of its incidents to even later times.

The open field system of the village community and of the manor has been dealt with by several writers, among others by Mr. Seebohm in his English Village Community, and he points out that while the strips in the common arable fields were held in severalty from seed-time to harvest, the whole of the fields were probably subject to common rights of pasture while fallow after the crop had been gathered. In like manner the meadows known as Lammas meadows were common after the hay harvest till it became time to put them up again for hay, but were divided into strips, each owned in severalty, while the hay was growing, the crop belonging to the owner of each strip.

This tenure is not yet extinct, and traces of it may still be found in (I believe) most parts of England, but I had not been aware of the continuance to the present day of the custom, to which your correspondent refers, of a re-allotment of the strips in the common fields every year. Some account of the custom and of the procedure in connection with this shifting ownership would be interesting.

Near this city we have a large tract of meadow land, extending over several hundred acres, which remains subject to the custom I have referred to. The strips are separated by no fences. Stones are inserted where necessary to mark boundaries, and the strips when sold are dealt with by assurances in the same form as land subject to no common rights, such as are freehold by conveyance, such as are copyhold (for freeholds and copyholds are intermixed) by surrender and admittance.

From Lammas Day (2nd August) to Candlemas (2nd February) they are common, and the commoners hold meetings and make regulations as to the manner in which the rights of common are to be enjoyed, and appoint a bailiff to enforce those rules.

How far these regulations would be held binding on dissentient commoners if they were ever challenged I do not pretend to know, but they are so obviously necessary for the protection of all the commoners that it is unlikely they will ever be challenged.

The River Lugg runs through these meadows, and every owner of a house with a chimney within an area which is probably conterminous with the township of which these meadows formerly were part has a right of fishing in it. The statement in the ancient customary is that the right of fishing is appurtenant to every building that draws smoke.

The old strips in common arable fields are still in evidence in many places where there have been no inclosures, though they are rapidly disappearing by means of purchases and exchanges, but I am not aware of any well-defined rights of common affecting any such strips in this neighbourhood.

With great submission to your correspondent, is he right in saying that the common fields were originally taken out of the common waste lands and more or less appropriated to special uses? In one sense of the word, no doubt that was so, as prior to the original settlement, which Professor Vinogradoff puts at a period as early as the Saxon Invasion, there can have been no distinction between different lands, but in all the characteristics of tenure the common fields seem to have been distinct from the lord's wastes at a very early period, and is it not probable that both the common arable fields and the Lammas meadows date back to a period earlier than that at which the rights of the lords had attached to different kinds of land?

If so, would it not follow that, as the owner of enclosed freeholds is entitled not only to the surface but to everything above and below *usque ad cœlum et ad inferum*, the owner of strips in these common meadows is in the same position? Where the strips are of copyhold tenure, other considerations supervene, as they did in *Rigg* v. *Earl of Lonsdale*, and if they had originally formed part of the lord's wastes I do not see how the subsoil could have passed from him.

Possibly the common fields to which your correspondent refers may have had some other origin than those with which I am acquainted, but the subject, from an antiquarian point of view, at all events, is so interesting that I hope this long letter is not altogether out of place.

In none of the inclosure awards that I am aware of has any compensation been given to the lord of the manor in respect of minerals under strips in the common fields, as distinguished from the waste, nor have I ever heard of a claim by a lord of a manor to the subsoil under any of the strips.

Many years ago I took, on behalf of the lord of a manor, the opinion of an eminent conveyancer as to the right of the lord to prevent the owner of a strip of Lammas land from cutting trees on it, and was advised that it was clear the lord could not do so, but that the freehold in common fields of this description which are not the lord's waste is vested in the persons entitled to occupy them during the period during which they are enclosed—subject only to the rights of common during the period they are not so enclosed.

Hereford, Jan. 10. H.

[Like our correspondent, we should be glad to hear more about the shifting severalty.—Ed. *S.J.*]

The Implied Authority of Agents.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The two cases referred to in your article under the above heading in your issue of the 8th of January, and more particularly the case of the *Russo-Chinese Bank* v. *Li Yau Sam*, seem to carry what you call the "beneficent fiction" of "holding out" so far as to create some notion in the mind of the ordinary person as to whether it is not time to reconsider whether in the interests of commercial morality the time has not arrived when this "beneficent fiction" should cease.

In the Chinese case the question put to the jury was "Did the bank put the compradore in such a position that he could pretend to the plaintiff that he had the necessary authority to receive the money, and if so, did the plaintiff, believing he had that authority, hand over the money to the compradore in that belief?"

From the case as reported in the *Times* on December 28th there does not seem to be any evidence that the plaintiff knew, or had any means of knowing, that the authority of the compradore was limited as in fact it turned out to be. On the contrary it appears that on at least thirty separate occasions the plaintiff had had similar transactions with the compradore, all of which the bank took advantage of, and presumably at a profit to itself.

On the thirty-first occasion their servant the compradore turns dishonest, and then when the bank is sued they set up a private and secret arrangement between themselves and the compradore, limiting his authority in such a way as in the opinion of the Judicial Committee to throw upon the plaintiff the onus and burden of the defendants' servant's wrongful act.

Surely if this beneficent fiction is carried any further it will amount to this, that if I choose to employ dishonest servants with a secret understanding that they have no authority to do acts which, according to all appearances they are authorized to do, then the person dealing with my dishonest servant takes the burden and I get off scot free.

Is this conducive to commercial honesty? Is it not carrying the theory beyond the bounds of reason and common sense?

In this case, apparently nothing short of a notice put up in the bank that "no business must be entered into with the compradore unless confirmed by the initials of the manager," would have enabled anyone going into the bank to do business to know that the compradore's authority was in fact limited.

With regard to the second case of *Young* v. *Toynbee*, you state that the doctrine was extended to the prejudice of the agent, whereas in the first case above referred to the doctrine was restricted for the benefit of the principal, but what is the rule which guides one to a proper decision as to whether the doctrine is to be restricted or extended if the two cases referred to in your article are, as they appear to be, typical of so many of the decisions from *Young* v. *Grote* and *Bank of England* v. *Evans' Charities* downwards?

The doctrine of "holding out," "estoppel," and "where one of two innocent persons, &c.," all seem to my untrained mind so mixed up, and the authorities are so intertwined, and when referred to are so referred to without reference as it appears to me to any particular classification, that I should be extremely grateful if any of your readers would state in plain and untechnical language what is the best way of arriving at a practical solution of these difficulties, and what rule should be adopted in picking out from the authorities those which are or are not applicable to the above doctrines. Are not "holding out" and "estoppel" converse propositions of the same principle, and what is the value or meaning of "where one of two innocent persons, &c.," in face of the Russo-Chinese bank case? T. R. H.

London, Jan. 12.

[We hope to return to the subject of our correspondent's letter next week. We can now only point out that, according to the *Times'* report referred to, the Judicial Committee held "that there was no evidence to support the finding of the jury on the third question"—the question above quoted.—Ed. *S.J.*]

Taxation of Costs.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—R. S C. ord. 65, r. 38B, provides that "if on the taxation of a bill of costs payable out of a fund or estate (real or personal) . . . the amount of the professional charges *and disbursements* contained in the bill is reduced by one-sixth part . . ." the costs of taxation are to be disallowed.

The words "and disbursements" were added in consequence of the decision in the case *Re Mercantile Lighterage Co.* (1906, 1 Ch. 491).

But these words were not added to the corresponding county court rule (ord. 53, r. 35); hence any county court practitioner who gets taxed off his professional charges *and* disbursements an amount equal to one-sixth of his professional charges is mulcted in the costs of taxation, although in the High Court, both in Ireland and England, the disbursements are included, and the one-sixth is reckoned from the total of the charges and disbursements.

This is a very serious discrepancy because in county court equity cases the registrar's fees alone are often as much as one-third of the total bill. HARD HIT.

Handbook of International Law.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—While I thank you for the appreciative notice of my little Handbook of International Law contained in your issue of the 1st of January, may I be permitted to plead "not guilty" to the offence charged against me in the last sentence of your kindly review? I do state clearly that the Declaration of London is not yet ratified. On p. 165 occur the words, "The Declaration of London still (September, 1909) awaits ratification." T. J. LAWRENCE.

Upton Lovel Rectory, Wilts, Jan. 5.

[On p. 165 the words quoted do occur. But we may be permitted to observe that the Declaration of London is referred to at least ten times, on as many pages, without a hint of its not being an operative instrument.—ED. *S.J.*]

Points to be Noted.

Conveyancing and Equity.

Husband and Wife—Undue Influence.—The equitable rule in *Huguenin* v. *Baseley* (1807, 14 Ves. 273) is that in cases where the position of a donor to a donee has been such that it has been the duty of the donee to advise the donor, or even to manage his property for him, the court throws upon the donee the burden of proving that he has not abused his position, and that the gift made to him has not been brought about by any undue influence on his part. When a husband is in need of money, and his wife becomes a surety for him, as by signing a joint and several promissory note, there is no presumption that he used undue influence over her; and, further, it is doubtful whether the relation of husband and wife comes within the rule in *Huguenin* v. *Baseley* at all.—HOWES *v.* BISHOP (C.A., May 4) (1909, 2 K. B. 390).

Appointment by Will "during Coverture."—A will made during coverture is a valid exercise of a power to appoint "during coverture by will or deed," notwithstanding that the appointor died discovert.—RE ILLINGWORTH (Eve, J., June 11, 15) (53 SOLICITORS' JOURNAL, 616; 1909, 2 Ch. 297).

Mortgagor in Possession—Action against Lessee for Breach of Covenant.—By section 25 (5) of the Judicature Act, 1873, a mortgagor in possession, where the mortgagee has given no notice of his intention to take possession or to receive the rents and profits of the land, may sue "to prevent or recover damages in respect of any trespass or other wrong relative thereto." This sub-section does not empower the mortgagor to sue his lessee for breaches of covenant. But such an action can be maintained by the mortgagor in possession under section 10 of the Conveyancing Act, 1881.—TURNER *v.* WALSH (Channell, J., March 26; C.A., May 12, 21) (1909, 2 K. B. 484).

Restrictive Covenants—Building Scheme.—In order to establish the existence of a building scheme, it is essential to prove definite reciprocal rights and obligations extending over a defined area. A purchaser of one parcel must be proved to know definitely both (*a*) what his obligations are to other purchasers, and theirs to him (though the covenants need not be identical over the whole area), and (*b*) what the area is in which he and other purchasers become by purchase entitled to these benefits and subject to these burdens. Again, the benefit of a restrictive covenant by A., a purchaser of one parcel, does not pass on conveyance of another parcel to B. unless either (*a*) B. is an express assignee thereof, or (*b*) the covenant is expressed to be for the benefit and protection of the particular parcel purchased by B.—REID *v.* BICKERSTAFF (Joyce, J., December 3 and subsequent days, March 1; C.A., May 13, 18, 19, 27) (1909, 2 Ch. 305).

Principal and Surety—Quia timet Action.—A surety who admits liability may call on the principal debtor to pay the debt and relieve him of his liability; but it was suggested in *Padwick* v. *Stanley* (1852, 9 Hare 627) that the right is limited to "cases where the creditor has a right to sue the debtor and refuses to exercise that right." This suggestion was doubted in *Mathews* v. *Saurin* (1893, 31 L. R. Ir. 181), and is wrong. The only condition precedent to this equitable relief is that the debt must be due and payable.—ASCHERSON *v.* TREDEGAR DRY DOCK AND WHARF CO. (LIMITED) (Swinfen Eady, J., July 8) (1909, 2 Ch. 401).

CASES OF THE WEEK.

High Court—Chancery Division.

Re **CHARLESWORTH. ROBINSON** *v.* **CLEVELAND.** Eve, J. 11th Jan.

WILL—CHARITABLE BEQUEST—GIFT FOR CLERICAL DINNERS—ADVANCEMENT OF RELIGION—PERPETUITY.

A testator bequeathed debenture stock to a clerical society upon trust to appropriate the dividends in payment of the expenses of the annual dinners of the society.

Held, that the bequest was a good charitable gift.

This was a summons taken out by the executor of the testator's will to have it determined whether a bequest upon trust to pay the expenses of dinners at the quarterly meetings of a clerical society was a valid charitable bequest, or whether the same failed as being a breach of the rule against perpetuities. By his will, dated the 1st of November, 1899, the testator, E. G. Charlesworth, who died on the 3rd of April, 1900, bequeathed to the chairman, treasurer, and secretary for the time being of the Cleveland Clerical Society all his North-Eastern Railway debenture stock standing in his name at the time of his death upon trust to appropriate the dividends arising therefrom in payment of the expenses of the annual dinners which the society hold and which have hitherto been paid by members of the society out of their own pockets. And the testator directed his trustees to stand possessed of the residue of his estate and effects upon trust to sell and convert the same into money, and to stand possessed of the proceeds upon trust to expend the same in the erection of a stained glass window in memory of his wife and himself in All Saints' Church, Harlow, near Harrogate. There was no annual dinner of the society, but meetings were held quarterly for mutual counsel and to discuss practical questions connected with the work of the members, and at such meetings it was customary for the members to dine or lunch together. It was contended on behalf of the residuary legatees that the bequest was not a good charitable gift, because it applied to rich as well as poor members of the society.

EVE, J.—The testator bequeathed to the society certain debenture stock upon trust to appropriate the dividends in payment of the expenses of the annual dinners of the society, and the question is whether the bequest is a good charitable gift or void as against the rule against perpetuities. The institution in question is a voluntary society, all the members of which are in holy orders. Since the year 1859 the members of the society have been in the habit of meeting together quarterly for the purpose of mutual counsel and discussing practical questions connected with the work of the clergy within the ambit of the society. For many years the society held meetings, at which the refreshments supplied were optional, but having regard to the considerable distance which the members had to travel to the meetings, the society increased the subscription from one shilling to ten shillings, which entitled the members to a free luncheon or dinner, but in later years the old practice was reverted to, and the mid-day meal was again left optional. The testator was a member of the society for many years down to the date of his death, and was a regular attendant at the meetings. I do not think that anyone could doubt that the society was of a charitable character, as being for the advancement of religion apart from the mid-day dinner, and the question is whether a gift to such a society for the payment of the cost of dinners at their meetings is a good charitable bequest. The members who attended the meetings had to attend at their own expense, and many of them were probably not too well blessed with this world's goods. No doubt the testator was aware of this, and also of the fact that one reason which tended to decrease the attendance of members at the meetings was the expense of the mid-day meal. Accordingly, with the object of increasing the usefulness of the society of which he had so long been a member, he made this bequest, and gave the fund to the institution. It seems to me that the result of relieving the members from the expense of the dinners must have the effect of increasing the objects calculated to advance religion. I think I should not be justified in holding that the gift was bad because some of the members of the society were well able to pay for their dinners. I therefore hold that the bequest is a good, charitable gift, and the costs must come out of the residuary estate.—COUNSEL, *P. F. Wheeler; T. H. Robertson; Marcy; Gutch.* SOLICITORS, *Steavenson & Couldwell*, for *H. Robinson, Darlington; A. S. Gillman*, for *Lucas, Hutchinson, & Meek*, Middlesbrough; *Cameron, Kemm, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

STOREY *v.* **TOWN CLERK OF BERMONDSEY.** No. 1. 15th Dec.

ELECTION LAW—PARLIAMENT—REGISTRATION — OBJECTION — HEARSAY EVIDENCE IN SUPPORT OF CLAIM——ADMISSIBILITY—PARLIAMENTARY VOTERS REGISTRATION ACT, 1843 (6 & 7 VICT. c. 18), ss. 41, 65.

Case stated by a revising barrister who had allowed the claim of one N. to have his name inserted in Division I. of the Occupiers' List in respect of his occupation in succession of two dwelling-houses. It was objected that the claimant was not owner or tenant of both or either of the qualifying premises. The claimant appeared by his agent, who admitted that the claimant was not the tenant of the whole house at either place, but put in evidence statements made to him by the claimant when the claim was filled up, and also printed declarations by the claimant and the householder of each house. The overseer stated that the claimant's name was on the current register, but that he had no personal knowledge of the facts relating to the conditions of the claimant's occupation of the houses. A man in his employ had made a special inquiry at each house and had made notes of the answers given him in a book which the overseer produced. The book was admitted in evidence by the revising barrister, who, having heard the evidence of the canvassers and the overseer's representative, was of opinion, and found as a fact, that the landlord had, during the claimant's tenancy, no right of access to the claimant's rooms, and that he occupied them in each case, not as a lodger, but as a sub-tenant of a separate dwelling-house free from the control of the landlord. The question for the court was whether the said evidence was wrongfully admitted. The Divisional Court dismissed the appeal without deciding the question, holding that the revising barrister having admitted the evidence, there could be no appeal under section 65 of the Parliamentary Voters Registration Act, 1843.

The court held that the revising barrister had acted on this evidence without deciding first whether it was evidence which could properly be admitted. In their opinion it was not evidence in a legal sense at all, and was therefore not admissible in a revision court any more than it would be in a court of law. The appeal was accordingly allowed.

Appeal from a judgment of the Divisional Court on a special case stated by the Revising Barrister for the Borough of Southwark (reported 26 Times L. R. 123). The case stated the facts as follow :—(1) At a revision court, held in September, 1909, by me, Michael Moloney, Revising Barrister for the Parliamentary Borough of Southwark, Thomas Nunn claimed to have his name inserted in Division I. of the Occupiers' List of the parish of Bermondsey, in the Rotherhithe Division of the said borough, in respect of his occupation in succession of dwelling-houses at 26, Curlew-street, and 43, Artillery-street; (2) due notice under section 39 of 6 Vict. c. 18, of intention to oppose this claim was given by the objector, W. J. Storey; (3) the ground of opposition was that the claimant was not owner or tenant of both or either of the qualifying premises; (4) Mr. A., the agent of the said objector, called and examined a canvasser who had made inquiries on behalf of the objector and had noted down the information he had obtained. The canvasser read out his notes and they were put in; (5) the claimant was not present in person, but appeared by Mr. B., agent, who stated that the claimant had no agreement in writing at either of the premises, and that neither of his landlords was present in court; (6) I questioned the overseer as to each of the objections. He said the claimant's name is on the current register and that he was not disqualified on account of rates or poor relief, but he, the overseer, had no personal knowledge of the facts relating to the conditions of the claimant's occupation of the houses; but he, the overseer, had made a special inquiry at each of the houses as to the claim after he had received it. The inquiry was made by a man in his employ who visited the houses and, in a book given to him for the purpose, noted down the answers given to him. The book containing the notes was produced by the overseer. His canvasser was called by me and he verified his notes. He was questioned by Mr. A.; (7) I then called upon Mr. B. to prove the claim; (8) Mr. B. admitted that the claimant was not the tenant-householder of the whole house at either of the places named, that there was no agreement in writing, and he had no witness who was present when either of the agreements was made; but he proposed to give evidence of statements made to him by the claimant when the claim was filled up, and to put in printed declarations signed by the claimant and the householder-tenant of each of the houses. He also proposed to call his own canvasser who had made inquiries at each of the houses; and, further, he proposed to call the overseer and the overseer's canvasser, and to put in the books of the overseer; (9) Mr. A. objected to this evidence or any of it being admitted, on the ground that it was not direct evidence, and he contended that in the absence of a written agreement no evidence save that of the householder-tenant was admissible; (10) I admitted the evidence of Mr. B. and his canvasser and the printed declarations aforesaid. I also admitted the evidence of the overseer and his canvasser, and I looked at the books. I did not, however, decide, nor was I in any way called upon to decide, that any such items of evidence would be evidence in the strict legal sense in an ordinary court of law; (11) Mr. A. declined to cross-examine Mr. B. or the overseer, or their canvassers, and offered no further evidence; (12) The following facts were proved to my satisfaction: Each of the said houses was an ordinary Bermondsey dwelling-house. At each house the claimant occupied the upper floor rooms. He took them unfurnished from the householder by verbal agreement by the week. In making the agreement nothing whatever was said about control; (13) he got the keys of his rooms and a key of the street door. The street door was never fastened, and he and his family went out and came in at all times when they wished, day or night. He paid rent to the householder, his immediate landlord, who occupied the lower floor; (14) the claimant was not related in any way to his landlord, and received no services from him or his family; (15) the said landlord never interfered or tried to interfere in any way with the claimant's using of the rooms; (16) if at the time of letting the said landlord had sought to reserve control of the claimant or the rooms, the claimant might or would have gone elsewhere. If the landlord were to stipulate for control of the rooms, he would have some difficulty in letting them; (17) the tenant of each of these houses held it on a weekly agreement from a superior landlord, who paid the rates for the whole house as a single tenement; (18) No. 26, Curlew-street is an old little house in a mean street, in which the residents are of the labouring class. No. 43, Artillery-street is a similar kind of dwelling similarly situated; (19) the rateable value and letting value of this description of property has fallen about 20 per cent. in the last few years. Many old dwelling-houses in the neighbourhood are empty or have unfurnished rooms to let. No. 26, Curlew-street is now empty, and "To be let or the site sold"; (20) the claimant would, when he entered the premises, have no difficulty in obtaining similar accommodation at the same price in either of those streets or in the same immediate neighbourhood; (21) on this evidence I was of opinion and found as a fact that the landlord had, during the claimant's tenancy, no right of access to the claimant's rooms, and that the claimant occupied the rooms in No. 26, Curlew-street and 43, Artillery-street, not as a lodger, but as a sub-tenant of a separate dwelling-house free from any control by his landlord. In case of annoyance the only civil remedy would be by notice to quit. I therefore allowed the claim; (22) seventy-seven other claimants, whose names are set out in a schedule hereto, were objected to under similar circumstances, and the party agents—Mr. A. and Mr. B.—agreed that the said seventy-seven other claimants should be bound by the decision in Nunn's case. I therefore consolidated the appeals; (23) if I had had to decide the case on the evidence of the overseer and his canvasser only, I would have decided that the objection had failed; (24) due notice of appeal was given to me on the ground that the aforesaid evidence of the claimant's agent and his canvasser, and of the overseer and his canvasser, and of the overseer's books was under the circumstances wrongfully admitted, and that there was no legal evidence on which it was open to me to find that the claimant was entitled in respect of the qualification claimed for. Section 65 of 6 Vict. c. 18 was referred to, and I, doubtingly, agreed to state a case; (25) the question for the court is whether the said evidence was wrongfully admitted; (26) if the court should decide in the affirmative, the name of Thomas Nunn and the names of the seventy-seven other claimants should be struck out of the register of electors for the Rotherhithe Division." Another appeal from the same revising barrister, in which the same points were raised, and which affected 381 votes in the same borough, was argued, and decided with it. The Divisional Court held that although no doubt a revising barrister should act on legal evidence, yet section 65 of the Act of 1843 allowed some latitude as to the kind of evidence admitted by him; but that as the revising barrister had admitted the overseer's book they were not prepared to hold that he had done so improperly upon the ground suggested by the appellant—namely, that the revising barrister should act only on strict legal evidence. There were many instances in which certain matters not strictly admissible in evidence were yet perfectly satisfactory in fact. They declined to entertain the appeal, which was accordingly dismissed. The objector appealed.

THE COURT allowed the appeal.

VAUGHAN WILLIAMS, L.J., said he was not bound as to the matters which he had to inquire into by the question which had been put by the revising barrister in this case. If he were so bound he would be disposed to agree with the judgments of the Divisional Court that section 65 of 5 & 6 Vict. c. 18 made it perfectly manifest that a Court of Appeal had no power to enter into such a question. Section 65 of the Parliamentary Voters Registration Act provided that "no appeal . . . shall be received or allowed against any decision of any revising barrister upon any question of fact only or upon the admissibility or effect of any evidence . . . adduced or made in any case to establish any matter of fact only." The Divisional Court thought that inasmuch as the question appended to the case was one as to admissibility only, this section precluded the Court of Appeal having any right or jurisdiction to review the decision. Paragraph 10 of the case showed that the revising barrister admitted this evidence, and if the matter had remained there the question would have been simply whether the revising barrister was right in admitting the evidence, and section 65 would have applied. But paragraph 10 proceeded as follows: "I did not, however, decide, nor was I in any way called upon to decide, that any such items of evidence would be evidence in the strict legal sense in any ordinary court of law." Therefore the revising barrister did not decide whether the evidence was admissible or not. What he did say was that he thought he was entitled to act on statements, whether they were strict legal evidence or not. If that was a sound view, a revising barrister could accept

gossip or hearsay evidence and act upon it. A revising barrister must consider the question whether the statements made were admissible in evidence or not. If it was not at least *primâ facie* "evidence" in the strict legal sense it was not admissible. Section 65 of the Act of 1843 assumed that a revising barrister was under an obligation to consider the admissibility of whenever the question was raised, and in deciding that question he was bound to decide it by the strict general law of evidence. He referred to the judgment of Lord Alverstone, C.J., and said he agreed with what that learned judge had said as to the right of an objector who was unable to prove the fact alleged to give evidence by repute, and so forth, in support of his objection, in accordance with the provisions of section 28 (10) of the Parliamentary and Municipal Registration Act, 1878. In his lordship's opinion, this hearsay evidence was not admissible, and the appeal must be allowed in both cases.

BUCKLEY and KENNEDY, L.JJ., gave judgments to the like effect.—COUNSEL, *Foote*, K.C., *Lewis Coward*, K.C., and *Daldy*, for the objector; *W. A. Carson*, for the respondent. SOLICITORS, *Bull & Bull; F. A. Rudall*, for respondent.

[Reported by ERSKINE REID, Barrister-at-Law.]

SUTCLIFFE *v.* **GREAT WESTERN RAILWAY CO.** No. 1.
23rd and 24th Nov.; 21st Dec.

RAILWAY—GOODS—FACILITIES FOR FORWARDING—NOTICE THAT CERTAIN GOODS WOULD BE CARRIED IN FUTURE AT OWNER'S RISK ONLY, UNLESS PROPERLY PACKED—CLAIM FOR DAMAGE TO SUCH GOODS SENT UNPACKED AFTER NOTICE—ALLEGED UNREASONABLENESS OF NOTICE—RAILWAY AND CANAL TRAFFIC ACT, 1854, s. 7.

By section 7 of the Railway and Canal Traffic Act, 1854: "*Every such company as aforesaid shall be liable for the loss of, or for any injury done to, any . . . articles, goods, or things, in the receiving, forwarding, or delivering thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in any wise limiting such liability, every such notice, condition, or declaration being hereby declared to be null and void; provided always that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivering of any . . . articles, goods, or things, as shall be adjudged by the court or judge before whom any question relating thereto shall be tried to be just and reasonable.*" *A railway company gave notice that they would not in future carry certain flushing cisterns with projecting levers, unless they were properly protected by packing, except at owner's risk, owing to the relatively large number of these cisterns which got damaged in carriage. The plaintiff, after this notice, sent cisterns of this sort unpacked, and one being damaged, he claimed 30s. in the county court, alleging that the notice was bad as being unreasonable. The Divisional Court, affirming the judgment of the county court judge, decided in favour of the plaintiff.*

Held, by Buckley *and* Kennedy, L.JJ. (Vaughan Williams, L.J., *dissenting*) *that, on the facts proved, the notice limiting the company's statutory liability as carriers of these cisterns was not unreasonable, and that the company were entitled to judgment.*

Appeal by the railway company from a judgment of the Divisional Court (Darling and Jelf, JJ.) on the hearing of an appeal from the Halifax County Court. The action was brought in respect of damage caused to certain flush cisterns on several dates from the 25th of October to December, 1907. The consignment notes, which were signed by the plaintiff, contained the words "owner's risk" written on the face of them, and on the back, among other printed conditions, was the following:—"(12) The company will not be liable for any loss of or damage to or delay of goods resulting from their being not properly protected by packing." Up to the 23rd of October, 1907, the defendant company had for many years accepted the plaintiff's cisterns unprotected by packing for carriage without special contract. The cisterns had projecting levers, which were often broken in transit, and on the 23rd of October, 1907, the defendant company and other railway companies gave notice that all flushing cisterns would thenceforth only be carried at owner's risk, unless properly protected by packing, and that no alteration in rate would be made. The plaintiff alleged that the company carried these goods as common carriers, and that the notice was a contravention of their obligation to give reasonable facilities for the carriage of goods, as provided by the Railway and Canal Traffic Act, 1854. The company's general regulations contained a list of things which were "carried by special arrangement only." This list included "articles not packed or insecurely packed, which are consequently liable to damage or loss." It was admitted that "owner's risk" meant that the railway company were not to be liable except for wilful misconduct. The plaintiff contended that the owner's risk stipulation and the condition relieving the company from liability in all cases where the goods were not packed were not just and reasonable within the meaning of section 7 of the Railway and Canal Traffic Act, 1854, because no alternative rate was presented to him, but the goods, unless packed, either had to go at owner's risk or were refused. This was denied by the company, who said that the plaintiff could, by packing the goods, have had them carried at the company's risk. The county court judge thought that the company, notwithstanding the above provision in their general regulations, were common carriers of these goods, even when not securely packed, and that such things, when carried, being subject to section 7 of the Act of 1854, the conditions imposed must be just and reasonable: *Peek* v. *North Staffordshire Railway Co.* (10 H. L. C. 512). In his opinion the condition imposed by the words "owner's risk" was bad, as being too general, inasmuch as it would cover loss or damage not occasioned by the want of packing, but by negligence of the company, not being wilful misconduct. On the authority of *Simons* v. *Great Western Railway Co.* (18 C. B. 805) he held the condition was unreasonable. The condition being out of the way, he thought that the company were responsible under the earlier part of section 7, for, though negligence on their part might not have been proved, it was default in them, being common carriers, not to carry the goods safely. Accordingly, he gave judgment for the plaintiff. The Divisional Court affirmed that decision. The company appealed. *Cur. adv. vult.*

VAUGHAN, WILLIAMS, L.J., dissenting, held that the decision of the Divisional Court was right, and was for dismissing the appeal.

BUCKLEY and KENNEDY, L.JJ., held that the condition which the company desired to impose was not unreasonable, and was within the proviso to section 7 of the Act of 1854. By that section the statutory carrier was made liable only for loss occasioned by neglect or default, notwithstanding a notice to the contrary, unless the notice was one which was allowed by the proviso. If, therefore, the court were to hold that the condition in this case was not reasonable, so that the notice was ineffectual, and the company remained exposed to the statutory liability, it was a liability for loss occasioned by neglect and default. It was for the plaintiff to prove that this statutory liability had attached, and he had given no evidence of neglect or default, and could not, therefore, hold the judgment entered below in his favour. Appeal allowed with costs.—COUNSEL, *Lush*, K.C., and *Waddy*, for the appellants; *Powell*, K.C., and *Acton*, for the respondent. SOLICITORS, *R. R. Nelson; R. H. Wilkinson*, Halifax.

[Reported by ERSKINE REID, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **BIRMINGHAM, &c., DISTRICT DRAINAGE BOARD.** No. 2. 19th Nov.

LOCAL SANITARY AUTHORITY—NATURAL STREAM—POLLUTION—DETERIORATION OF WATER—INJUNCTION—REMOVAL OF NUISANCE—DISCHARGE OF INJUNCTION—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 17.

A sanitary authority does not offend against the Public Health Act, 1875, *s.* 17, *by discharging into a natural stream effluent which may prove on analysis to contain a certain proportion of filthy matter, provided that such effluent does not make worse the actual quality and purity of the water in the stream.*

The Attorney-General is not entitled to an injunction as of right in all cases where a breach of a statutory obligation has been proved.

Appeal from a decision of Kekewich, J. (reported 1908, 2 Ch. 551), in an action brought for an injunction to restrain the defendants from conveying sewage or filthy water into the River Tame until such sewage or water was freed from all noxious matter such as would deteriorate the purity of the water in the river. The action was brought by the Attorney-General, at the relation of the Borough of Tamworth and the Tamworth Rural District Council, against the defendants, who were the joint board established under section 279 of the Public Health Act, 1875, for the purpose of treating the sewage of various boroughs and sanitary districts, including Birmingham. The united district was formed for the purpose of providing intercepting sewage works, and it was provided, under certain orders, that sections 14 to 20 of the Public Health Act, 1875, should apply. The defendants purchased land and constructed a sewage farm, known as the Birmingham Sewage Farm, and sewage was conveyed to the farm to be purified. The River Tame flows through the farm, and the plaintiffs alleged that the defendants, contrary to section 17 of the Public Health Act, 1875, had conveyed sewage and filthy water into the river, which seriously deteriorated the water in the river. The defendants alleged, by their defence, delivered in July, 1899, that it was, in fact, impossible, with the then existing works, to so thoroughly treat the sewage as to render the effluent from the works absolutely clear, that when the additional works in course of construction were completed they would be able to deal with the sewage in a satisfactory manner, and that, from various sources, the river was greatly polluted before it reached the sewage farm of the defendants. By an amended defence, delivered in June, 1907, the defendants alleged that they now properly purified all sewage coming into their works in ordinary times, but that in flood time it was impossible to completely purify it; that the new works were intended to deal with floods, and would to a great extent purify any amount of sewage; and that the river, where it left the defendants' lands, and after receiving the effluent, was purer than where it entered the defendants' works. Section 17 of the Public Health Act, 1875, provided as follows:—"Nothing in this Act shall authorise any local authority to make or use any sewer, drain, or outfall for the purpose of conveying sewage or filthy water into any natural stream or watercourse, or into any canal, pond, or lake until such sewage or filthy water is freed from all excrementitious or other foul or noxious matter such as would affect or deteriorate the purity and quality of the water in such stream or watercourse, or in such canal, pond, or lake." Kekewich, J., found as a fact that the defendants did convey into the River Tame, by the discharge of lagoon water and otherwise, water not freed from excrementitious or other foul or noxious matter such as would affect or deteriorate the purity and quality of the water in such river, and he granted an injunction in the terms of section 17 of

the Public Health Act, 1875, and refused to suspend its operation to give the defendants an opportunity of remedying the cause of complaint, considering that, under the circumstances, he was not at liberty to do this. The defendants appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.), in the circumstances mentioned in the judgment of the Master of the Rolls, allowed the appeal.

COZENS-HARDY, M.R., said that the appellants had statutory powers to deal with the sewage of Birmingham and of a large tract of country round, including several important towns. They had constructed sewage works which did not fully carry out the intentions of those who constructed them, and it was plain that, whatever the true meaning and effect of section 17 of the Public Health Act, 1875, might be, the appellants had been guilty of a breach of the section. An action was commenced in 1899, and after it had stood over several times it came before Kekewich, J., in 1907. The learned judge decided—and he (the Master of the Rolls) saw no reason to doubt the accuracy of his decision—that there was a breach of section 17, and granted an injunction in the terms of section 17, and ordered the defendants, the present appellants, to pay the costs of the action. Before dealing with the rest of the case, there was one passage of the judgment to which his lordship was not prepared to assent. Kekewich, J., said: "The Attorney-General, coming to complain that a public body is exceeding its powers, or committing some offence against a statute, is entitled as a matter of right, on proving his case, to the only relief which the court can grant—namely, an injunction in one form or another." His lordship was not prepared to assent to that view. He agreed with the view taken by Farwell, J., in *Attorney-General* v. *Wimbledon House Estate Co.* (*Limited*) (1904, 2 Ch. 34, at p. 42), and by Vaughan Williams, L.J., in *Attorney-General* v. *London and North-Western Railway* (1900, 1 K. B. 78, at p. 87), that it was not law to say that the Attorney-General, as a matter of right, could say in all circumstances that if a breach of a statute was proved the court was bound to grant an injunction. The sewage board appealed against the order of Kekewich, J., and in substance their appeal proceeded on the footing that they could not say that the order of Kekewich, J., was wrong, but that since the judgment they had at enormous expense of money so altered the situation that there was now no breach of the section. The evidence had been most conflicting, and in June the court had required the assistance of an expert who could go down and see what was being done and give them the benefit of his assistance. Sir William Ramsay, of whose qualifications there was no need to speak, was requested to report to the court whether the sewage effluents from the defendants' works which enter the River Tame were, before entering the said river, entirely or to any or what extent freed from all excrementitious matter or other foul or noxious matters such as would affect or deteriorate the purity of the water in such river (1) at the points of entry, or (2) within a distance of 600 yards therefrom. The conclusion at which Sir William Ramsay had arrived was the following: "My opinion is that the river is not made fouler by the entry of the Birmingham effluent. To adopt the terms of reference—The sewage effluents from the defendants' works which enter the river Tame are to such an extent freed from excrementitious matter and other foul or noxious matters that they do not affect or deteriorate the 'purity' of the water in such river (1) at the points of entry, or (2) within a distance of 600 yards therefrom." His lordship accepted as a fact the finding that Sir William Ramsay had made. Then came the question, Was that sufficient? [His lordship read section 17 of the Public Health Act, 1875, and continued:] Was that an absolute prohibition against conveying filthy water into a stream, or was it only a prohibition against conveying water in such a manner as to prejudice or deteriorate the stream? In his lordship's opinion, it was almost absurd to say that a man could be guilty of a statutory offence under that section, if he improved the water of the river by that which he cast into it. He thought, therefore, that the question submitted to Sir William Ramsay was the proper question to submit in a case like the present, and that the court ought not to say that there had been a statutory offence, if the defendants had put into the river that which did itself contain some filth, but which was so much better than the water in the river that it improved the character of that water. That being so, what was the court to do? His lordship could not disregard the fact that the defendants were a public body discharging important duties, they had spared no money, they had done all that they could, and actually, instead of damnifying the stream, had improved it. In these circumstances, was it right that this public body should go on discharging their duties with a sword, so to speak, hanging over their heads in the shape of a perpetual injunction? His lordship thought that it was not. It might be that the court would be going further than any previous case, but his lordship thought that the order which he was going to suggest would remove the sword from the defendants' heads and at the same time impose upon them such obligations as the statute desired should be imposed on them, and give the plaintiffs all that they ought to have. His lordship thought that the order should be in the following form:—"It appearing that the state of things existing at the date of the judgment has been changed by the permanent works of the defendants, and that there is no longer any breach of section 17 of the Public Health Act, 1875, and the defendants undertaking to use their best endeavours to prevent any recurrence of such breach, discharge injunction. Appellants to pay costs of appeal. Liberty to apply as to enforcing this order."

FLETCHER MOULTON and FARWELL, L.JJ., delivered judgments to the same effect.—COUNSEL, *Sir R. Finlay*, K.C., *P. O. Lawrence*, K.C., and *T. T. Methold*; *Macmorran*, K.C., *Stewart Smith*, K.C., and *John Henderson*. SOLICITORS, *Sharpe, Pritchard, & Co.*, for *E. V. Hiley*, Birmingham; *Braikenridge & Edwards*, for *Neville & Matthews*, Tamworth.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **LORD PETRE'S SETTLEMENT.** Joyce, J. 28th Oct.; 7th Dec.

SETTLEMENT—TENANT FOR LIFE IN REMAINDER—SALE OF LIFE INTEREST BEFORE COMING INTO POSSESSION OF ESTATE FOR LIFE—POWER OF REVOCATION—"ACTUAL POSSESSION"—"ACTUAL RECEIPT"—WORDS CONSTRUED TO REFER TO THE LIMITATIONS OF THE LIFE ESTATE AND NOT TO PHYSICAL POSSESSION OR RECEIPT.

By a marriage settlement dated 1888, *P. settled certain property, with power to revoke the trusts of the property if he should become entitled to the actual possession or the actual receipts of the rents of the P. estates under the limitations of a settlement made in* 1868, *by which P. became tenant for life of the P. estates after B. and his issue. Before P.'s life estate fell into possession he sold it. Upon his becoming entitled in possession under the P. settlement he revoked the trusts of the property under his marriage settlement.*

Held, that the power of revocation had been validly exercised, the words "actual possession" and "actual receipt" having reference only to possession and receipt under the limitations of the P. settlement.

By a settlement called the Petre settlement, dated the 14th of December, 1868, the Petre estates in Essex were settled by the then Lord Petre to the use of his eldest son, William Joseph, for life, with remainder to his first and other sons successively in tail male, with remainders to the other sons of the then Lord Petre in like manner in succession, and it was declared that each tenant for life other than the then Lord Petre or William Joseph should have the power at any time to jointure therein declared, but no jointure appointed under the said power should become a lien upon the Petre estates, unless either the appointor should be, or become, entitled to the possession or the receipt of the rents and profits of the Petre estates, or some issue of the appointor should become, or, if of full age, would have become, so entitled, and like powers to charge portions for younger children were also declared. In 1888 William Joseph was Lord Petre. Philip Petre, a brother, junior to William Joseph and Bernard, by a settlement in contemplation of his marriage, which took place in 1888, settled certain property, called the husband's fortune, on himself for life, and after the death of the survivor of himself and his wife upon the children of the marriage, as thereby declared; and if Philip should become entitled to the actual possession or the actual receipt of the rents and profits of the Petre estates, under the limitations contained in the Petre settlement or any resettlement of the said estates, it should be lawful for him at any time or times thereafter, by any deed or deeds, revocable or irrevocable, or by will or codicil, expressly referring to that power, wholly or partially to revoke the trusts, powers, and provisions by the marriage settlement declared of the husband's trust fund and the income thereof, and to declare such new or other trusts of, and concerning the same, as he might think fit for his own or any other person's benefit. In 1893 William Joseph, Lord Petre, died unmarried, and Bernard succeeded him. In 1896, in consideration of considerable advances which had been made to him, Philip assigned the whole of his contingent life interest in the Petre estates to Bernard Lord Petre absolutely. On the 16th of June, 1908, Bernard Lord Petre died without having had male issue, and Philip succeeded him. By a deed poll dated the 17th of June, 1908, and other indentures following, Philip Lord Petre exercised the power of revocation in his marriage settlement, and, subject to the encumbrances and mortgages specified in such deeds, appointed the husband's trust fund to himself absolutely. He died on the 6th of December, 1908, being succeeded by his son, Lionel George Carroll, Lord Petre. Originating summons to determine whether Philip Lord Petre had effectually revoked the trusts of the husband's trusts fund under his marriage settlement.

JOYCE, J.—Under the settlement of the Petre estates, dated 1868, and referred to in the documents as the "Petre" settlement, Philip Petre was tenant for life after Bernard and his issue. In that state of things, upon the marriage of Philip in 1888, a settlement was made of a sum of money in the ordinary form, and that settlement contains a clause whereby it is provided that if Philip should become entitled to the actual possession or the actual receipt of the rents and profits of the Petre settlement estates under the limitations contained in the Petre settlement of 1868, or any resettlement of the said estates, it should be lawful for him to revoke the trusts of the money provided by him for this marriage settlement. The settlement was in 1888; in 1896 Philip made an assignment of his life interest in remainder, subject to the issue of Bernard, to Bernard. Bernard died on the 16th of June, 1908, without issue, and thereupon Philip's estate for life under the Petre settlement fell into possession, and Philip became tenant for life in possession—at least nominally if not actually. In ordinary language he did not become entitled to the possession of the estate, still less to the actual possession; because if by "actual possession" physical possession is meant, upon the death of Bernard the persons who became entitled to such actual possession and the receipts of rents and profits were the assignees under the deed of assignment of 1896; but the words in the proviso creating the power of revocation are "shall become

entitled," and so on, "under the limitations contained in the Petre settlement or any resettlement of those estates," and those words "under the limitations of the Petre settlement or any resettlement" limit and qualify the words "actual possession." Now, if Philip had purchased the previous life estate of Bernard he would have been entitled to the physical possession. Would he, then, have become entitled to the possession of the estates under the limitations of the Petre settlement? Having regard to *Truell* v. *Tyson* (21 Beav. 437), I think it would be difficult to say that, in the event which I have supposed, Philip would not have become entitled to the possession under the settlement; but it could not possibly have been intended that the existence of this power of revocation should be accelerated in any such way as that of the purchase by Philip of the previous life estate of Bernard. Another observation I must make is that, under this power of revocation, if Philip came into actual possession, whatever that meant, for a single day, he could then have revoked the trusts of the money fund. Now, it appears in Vaizey on Settlements, p. 1349, that "in several cases tenants in tail in remainder have been treated as persons entitled to the possession, so as also to entitle them to personalty, which was in one case enjoyed by persons successively entitled to the possession of the settled realty," and Mr. Vaizey suggests the use of "actual" to avoid such a result as that; and the expression "actual possession" was chosen with the idea of preventing any such result as that. There seems good ground for contending that in such clauses in this connection the expression "in actual possession," or "the actual possession," came to be used as opposed to, I suppose I may say, presently entitled in reversion or remainder; and having regard to all this and to *Hogg* v. *Jones* (32 Beav. 45), upon the whole I think that "entitled to actual possession under the limitations" means entitled to such possession looking to the terms of the settlement, and not regarding anything else. So that the purchase of a previous life estate would not confer such actual possession as would be required to entitle Philip to exercise this power, and, also, a previous mortgage or assignment by Philip of his life interest would not prevent his becoming entitled to the actual possession under the limitations within the meaning of that term as used in this clause, conferring the power of revocation. I think that upon the true construction of the clause "entitled to the actual possession under the limitations" Philip did become entitled to the actual possession under the limitation upon the death of Bernard without issue, although there had been a previous assignment of his life estate, and the power of revocation arose.—Counsel, *Sheldon; Hughes*, K.C., and *C. J. Mathew; Hartfree.* Solicitors, *Simpson & Bowen; Fooks, Chadwick, Arnold, & Chadwick; Witham, Roskell, Munster, & Weld.*

[Reported by A. S. Oppé, Barrister-at-Law.]

RUSH *v.* **LUCAS.** Eve, J. 20th Dec.

Landlord and Tenant—Lease of Farm—Covenant not to Plough up Pasture Land—Breach—Costs.

A covenant not to plough up pasture land refers solely to land which is pasture land at the date of the agreement, and does not refer to land which the tenant subsequently leaves for a considerable period in grass.

An act which would not otherwise be a breach of covenant by a tenant cannot be converted into a breach by the landlord serving him with notice to quit.

This was an action for an injunction to restrain the defendant from ploughing or breaking up pasture land. It appeared that under an agreement of the 18th of March, 1895, the plaintiff's predecessor in title agreed to let and the defendant agreed to take Cockley Hill Farm, in the parish of Farthinghoe, in the county of Northampton, from the 6th of April then next for one year, and so on from year to year at yearly rents amounting to £250, subject to 12 calendar months' notice in writing by either party, and the defendant agreed not to commit any waste nor spoil nor plough nor break up any of the pasture lands comprised in the agreement, and further to farm the land upon the most approved system of husbandry practised in the neighbourhood. The tenant had been in occupation of the farm for 13 years before the agreement. The acreage of the farm was about 215 acres, of which about 53 acres were arable land. Included in the latter was a field of 22 acres which had been regularly tilled by the tenant from 1882 to 1894, but in 1895 the tenant sowed it with grass seed. In 1901 he broke up 9 acres of the field and tilled it to wheat, but in 1902 sowed it with grass seed. On the 6th of April, 1909, the tenant received 12 months' notice to quit. Thereupon the tenant inquired whether the landlord would pay for the grass laid down, and expressed his intention of ploughing it up if it were not paid for. The landlord refused to pay and commenced this action.

Eve, J.—Upon his pleadings the plaintiff bases his claim to relief upon the covenant against committing waste or spoil or ploughing up the pasture land, and the first question is whether the defendant has ever threatened to do anything which would be a breach of the covenant. In my opinion he has not. I think the expression "pasture lands" in the agreement refers solely to those portions which were meadow land at the date of the agreement, and that it would be straining the language beyond all reasonable limits were I to hold that a field tilled to corn at the date of the agreement and for at least 13 years previously had become pasture land because the tenant had in subsequent years left it for a considerable period in grass. Nor do I think ploughing the field would have been waste or spoil on the tenant's part. Some reliance was placed on the use of the two words "waste or spoil," but in my opinion they are synonymous, though possibly the one may be more appropriately used for what is in its nature permissive and the other for what is in its nature destructive. I think the argument on this covenant is effectively disposed of by *Goring* v. *Goring* (3 Swanst. 661). Upon the case, therefore, as pleaded the plaintiff fails, but at the trial reliance was placed on the tenant's covenant to farm the land upon the most approved system of husbandry practised in the neighbourhood. In my opinion there is nothing to support the attempt made to prove a threatened breach of that covenant, and I do not accept the proposition that an act which admittedly would not be a breach of such a covenant while the tenant is not under notice is converted into a breach so soon as notice to quit is served upon him. I think, therefore, that the action fails, and must be dismissed. The fact that the defendant's conduct has been dictated solely by a desire to force the plaintiff to compensate him for the grass laid down cannot affect the construction of the contract, and the main reason why I reserved judgment was that I might have an opportunity of considering whether I ought to make it a ground for depriving the defendant of his costs. On the whole, seeing that the action was founded on breach of contract and that no other case against the defendant is alleged, I think I ought not to treat matters outside any question of construction—that is to say, the defendant's motives—as sufficient ground for depriving him of his costs. Accordingly I dismiss the action with costs—Counsel, *Jessel*, K.C., and *Crossman; P. O. Lawrence*, K.C., and *Cecil Walsh*. Solicitors, *H. P. Davies; Harman & Son*, for *H. F. Bennett*, Banbury.

[Reported by S. E. Williams, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

Re **G. H. BAYS, Deceased.** Bargrave Deane, J. 20th Dec.

Probate—Codicil—Attesting Witnesses—Refusal to make Affidavit—Order requiring Attendance for Examination—20 & 21 Vict. c. 77, s. 24—Costs.

Where two attesting witnesses to a codicil had refused, after proper application, to make a necessary affidavit as to the execution of the testamentary document, the court ordered both to attend for examination unless they made the required affidavit within seven days, and also ordered them to pay the costs caused by their previous refusal.

Motion for an order requiring attesting witnesses to the execution of a codicil to attend for examination. It appeared that George Henry Bays died on the 18th of February, 1909, leaving a will dated the 21st of January, 1909, together with a codicil thereto dated the 7th of February, 1909. The deceased left surviving him his lawful widow and George Henry Bays, jun.—the present applicant—his only son and heir-at-law. By the deceased's will the applicant was named residuary legatee and devisee. Two executors were appointed, but both renounced probate on the 24th of February, 1909. On or about the 22nd of March, 1909, one Frank Stonehouse applied, on behalf of the widow, at the Wakefield District Registry for a grant of letters of administration to the estate of the deceased with the will and codicil annexed. This was refused on the ground that the present applicant had the prior right thereto. On the 20th of August, 1909, the applicant applied at the Principal Probate Registry for a grant to the estate of the deceased with the will and codicil annexed, but before the same could be granted an affidavit of one of the attesting witnesses to the codicil was required as to the signature of the deceased to the codicil, as to certain interlineations therein and as to the codicil having been read over to the deceased. Both the attesting witnesses—the said Frank Stonehouse and Mrs. Emma White—refused to swear the required affidavit after having been duly requested to do so. The present application was made under the provisions of section 24 of the Court of Probate Act, 1857, which is as follows: "The Court of Probate may require the attendance of any party in person, or of any person whom it may think fit to examine or cause to be examined in any suit or other proceeding in respect of matters or causes testamentary . . ." Counsel cited *In the Goods of S. Sweet* (1891, P. 400).

Bargrave Deane, J., said that he should follow the case cited, though he doubted whether it was right. He ordered that both witnesses, Frank Stonehouse and Emma White, should attend in court to give evidence as to the execution of the codicil, unless they made an affidavit as required within seven days. The two persons must pay the costs of the motion and costs incidental to their refusal to make the affidavits in any event.—Counsel, *W. O. Willis.* Solicitors, *H. E. Churchman*, for *Williams & Son*, Lincoln.

[Reported by Digby Cotes-Preedy, Barrister-at-Law.]

It is a popular view, says the *Evening Standard*, that the legal profession supplies more representatives of the people than any other calling. And the popular view is right. After excluding, so far as one can, men who have qualified as barristers and have never practised, the analysis shows that the candidates who have been adopted at this election include: barristers, 177; solicitors, 60. Amongst the barristers there are no fewer than 57 K.C.'s. With the exception of those members of the Government who are drawn from the legal profession, nearly every one of the 177 barristers is in active practice, and not more than half a dozen of the 60 solicitors have retired.

Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 12th inst., Mr. Maurice A. Tweedie in the chair, the other directors present being Messrs. W. C. Blandy (Reading), Alfred Davenport, Thomas Dixon (Chelmsford), Walter Dowson, W. E. Gillett, Charles Goddard, J. R. B. Gregory, C. G. May, H. Monckton (Maidstone), C. B. Thring (Bath), and J. T. Scott (secretary). A sum of £358 was distributed in grants of relief. Six new members were admitted, and other general business was transacted.

Legal News.

Changes in Partnerships.

Admission.

Messrs. Wood & Wootton, solicitors, of 13, Fish Street-hill, London, E.C., have, as from the 1st instant, taken into partnership Mr. Thomas Percy Wootton, who has been with them for twelve years. The style of the firm is not altered.

Dissolutions.

James Arthur Dawes, Weeden Dawes, Barry Willicombe Mason, and Arthur Elliot Shuter, solicitors (Dawes & Sons), 9, Angel-court, Throgmorton-street, London. Dec. 31. So far as regards the said James Arthur Dawes. [*Gazette*, Jan. 7.

Frederick Ernest Hannay, Erskine Hannay, and Thomas Stuart, solicitors (Hannay, Hannay, & Stuart), South Shields and Hebburn. Dec. 31. The business will be carried on by the said Frederick Ernest Hannay and Erskine Hannay, under the style of Hannay & Hannay, at South Shields aforesaid; the said Thomas Stuart will carry on business on his own account, and in his own name, at Newcastle-upon-Tyne and Hebburn. [*Gazette*, Jan. 11.

General.

Mr. Crompton Hutton, for many years County Court judge on Circuit No. 5, died last week. He was called to the Bar in 1853, and in 1872 was appointed a County Court judge, and retired in 1889.

The Leeds City Council have unanimously adopted the recommendation that a petition be presented to the Home Secretary for the appointment of a second stipendiary magistrate for the city at a salary of £500 per annum, provided that the salary of the present stipendiary magistrate (Mr. C. M. Atkinson) be £750 per annum, instead of £1,250.

An American magazine gives the following extract from the evidence in a case:—"How far is it between these two towns?" asked the lawyer. "About four miles, as the flow cries," replied the witness. "You mean as the cry flows?" "No," put in the judge, "he means as the fly crows." And they all looked at each other, feeling that something was wrong.

Mr. Justice Grantham, when a jury had been sworn in his court, says the *Evening Standard*, remarked that, "after this exhibition," he would like to say that, as chairman of Quarter Sessions, he had already had experience of the new oath, and he found that it took too much time to swear each man separately. Accordingly, he had the form of oath printed, and the jury read it. No confusion and no levity resulted from this method. Some people thought it necessary that under the new Act every man should repeat separately the words of the oath after the officer of the court, but this was not so. Mr. Rawlinson, K.C., said that at some Quarter Sessions he attended his lordship's method was tried, but a hitch occurred. Some jurymen would not say they could not read, but made a difficulty. His lordship added that he had tried his plan successfully with grand juries, and there was no confusion or want of reverence resulting from it.

At Tuesday's meeting of the Council of Ministers, says the Paris correspondent of the *Times*, the Minister of Justice was authorised to submit to the Chamber of Deputies the Bill for the reform of criminal procedure which has been drafted by the extra-Parliamentary Commission appointed to examine this question. The new measure proposes to abolish cross-examination by the presiding judge and to revive Article 315 of the Criminal Code, which has fallen into disuse, and provides that in criminal cases a preliminary statement of the charge is to be made by the Public Prosecutor. This procedure had in practice been superseded by making the findings of the examining magistrate in committing a prisoner to the Assizes serve as a formal indictment. Further rules have been drawn up with regard to the examination of witnesses in court, and in particular the presiding judge has been invested with discretionary powers to deal with claims on the part of prisoners without resources that certain witnesses should be called.

At Bow-street, before Mr. Curtis Bennett, says the *Times*, Charles Naish, a solicitor, of Elm-grove, Hammersmith, until lately practising in Norfolk-street, Strand, was charged on remand with fraudulently converting to his own use money belonging to several clients. Mrs. Emily Hill was called to prove that she had not received a sum of £524 18s., representing the proceeds of the sale of two houses conducted by the prisoner on her behalf. Other evidence showed that the prisoner was adjudicated a bankrupt in October last. His liabilities amounted to £25,526 16s. 3d., and his assets, which were estimated to produce £6,114 6s. 2d., realised £2. The prisoner represented that he owed £15,923 9s. 10d. to relatives for borrowed money, and £1,122 was set down as the amount owing to clients. The ledger had not been posted since 1900, and the last entry in the cash-book was dated 1905. It was further alleged that the prisoner had had betting transactions with turf accountants. The prisoner, who reserved his defence, was committed for trial.

At the West London County Court, says the *Times*, a novel point as to casual employment was raised on an application for an award under the Workmen's Compensation Act. Mr. Goodhart said that while Mrs. Didham, wife of a colliery proprietor, occupied rooms at a private hotel while a flat was being got ready for her, she learned that the housekeeper there, Laura McCulloch, was leaving her situation. She engaged her to assist in the arrangement of the new flat, and her duties were started on October 11. On October 14, while walking along a basement passage, McCulloch stumbled against the step leading to a higher level, and in her fall broke her left arm. She was now unable to work. Her contention was that the engagement was a continuing one. Mrs. Didham denied this, and said she asked her to come and help her to get into her new flat for the first week. In giving judgment, Sir Lucius Selfe said the case seemed to come under the last sentence of a decision by the Master of the Rolls, which defined casual employment as "calling in assistance as occasion required." This applicant was evidently engaged for six days, and there was no prospect of the employment being continuous. He regretted very much that the case did not come within the Act, but the award would be in favour of the respondent.

At the Westminster County Court, on Monday, says the *Times*, Judge Woodfall said, before beginning the business of the day, he wished to express his very great regret, in which everyone having business at that court would share, that Mr. Christopher Robert Cuff had resigned his position of Registrar. Mr. Cuff was appointed Deputy Registrar in 1863, and Registrar, in the room of his father, in 1873, so he had been associated with the court for nearly half a century. It was interesting to compare the business of the year 1873 with the business of 1909. In 1873 the number of plaints entered was 13,000, and for an amount of £62,000, and in 1909 there were 28,000 plaints issued, for an amount of about £170,000. Those remarkable figures showed an enormous increase in the business of the court, and to dispose of that business and adjust the working of the court required very great power of organisation. Mr. Cuff had to look after it all until 1892, when Mr. Ernest Cuff was appointed to assist him. The business of the court has also been increased by the Employers' Liability Act and the Workmen's Compensation Act. In addition, there were the actions remitted from the High Court, and of all the actions remitted to County Courts no less than 15 per cent. came to that court. Mr. Cuff was a learned and accurate lawyer, with an unrivalled experience of County Court practice.

As anticipated, President Taft's Special Message recommends, says the Washington correspondent of the *Times*, the creation of a United States Court of Commerce to try all railroad cases arising out of orders made by the Inter-State Commerce Commission, and analogous to the recently authorised United States Customs Court. Mr. Taft says that the necessity of such a tribunal is shown by the annual reports of the Inter-State Commerce Commission, in which it is stated that the effectiveness of the Inter-State Commerce Law has been jeopardised through delays incident to the present method of railroads appealing to any United States Circuit Court throughout the country. The proposed court, the President continues, should consist of five judges, to be designated from among the United States circuit judges, five new circuit judges being appointed to replace them. The regular sessions of the new court should be held at Washington, but it should be empowered to hold sessions in different parts of the United States when advisable. Its orders should be final, subject only to review by the United States Supreme Court. The judge of the Commerce Court, it is suggested, might be empowered to allow a stay of any order made by the Inter-State Commerce Commission for not more than 60 days if it were shown that irreparable damage would result. Mr. Taft says he sees no reason why tariff agreements between railroads should not be permitted, subject to the provisions of the Inter-State Commerce Act, any parties thereto having the right to cancel them on 30 days' notice.

The Property Mart.

Forthcoming Auction Sales.

Jan. 20.—Messrs H. E. Foster & Cranfield, at the Mart, at 2: Reversions, Life Interests, Policies of Assurance, &c. (see advertisement, back page, this week)

Feb. 2.—Messrs. Edwin Fox, Bousfield, Burnetts & Baddeley, at the Mart, at 2: Leasehold Factory (see advertisement, back page, this week).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday ...Jan. 17	Mr Greswell	Mr Goldschmidt	Mr Borrer	Mr Synge
Tuesday 18	Beal	Greswell	Leach	Goldschmidt
Wednesday 19	Borrer	Beal	Farmer	Greswell
Thursday 20	Leach	Borrer	Bloxam	Beal
Friday 21	Farmer	Leach	Theed	Borrer
Saturday 22	Bloxam	Farmer	Church	Leach

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVE.
Monday ...Jan. 17	Mr Bloxam	Mr Beal	Mr Farmer	Mr Church
Tuesday 18	Theed	Borrer	Bloxam	Synge
Wednesday 19	Church	Leach	Theed	Goldschmidt
Thursday 20	Synge	Farmer	Church	Greswell
Friday 21	Goldschmidt	Bloxam	Synge	Beal
Saturday 22	Greswell	Theed	Goldschmidt	Borrer

HILARY SITTINGS, 1910.

COURT OF APPEAL.

APPEAL COURT I.

King's Bench Division (New Trial Paper) will be proceeded with on and after Tuesday, the 11th January.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

Chancery Division (General List) will be proceeded with on and after Tuesday, the 11th January.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Motions will be taken on Tuesday, the 11th of January, 1910, and Actions with Witnesses on the next and following days throughout the Sittings, except when other Business is advertised in the Daily Cause List.

CHANCERY COURT I.

MR. JUSTICE SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List Mr. Justice Swinfen Eady will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT IV.

MR. JUSTICE PARKER.

During these Sittings Mr. Justice Parker will not (except under special circumstances) sit on Saturdays, but on the other days of the week he will sit till 4.30 p.m. instead of till 4 p.m. Actions with Witnesses will be taken daily except when other Business is advertised.

CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Tues, Jan. 11 { Mots, fur cons, and non wit list
Wednesday 12 }
Thursday ...13 } Non-wit list
Friday .....14 Mots and non-wit list
Saturday ...15 { Sht caus, pets, and non-wit list
Monday .. 17 Sitting in chambers
Tuesday .. 18.. Fur con and non-wit list
Wednesday 19 }
Thursday .. 20 } Non-wit list
Friday ..... 21...Mots and non-wit list
Saturday ...22 { Sht caus, pets, and non-wit list
Monday.....24 ..Sitting in chambers
Tuesday .....25 { Companies Acts and non-wit list
Wednesday 26 }
Thursday ...27 } Non-wit list
Friday ..... 28 ..Mots and non-wit list
Saturday ...29 { Sht caus, pets, and non-wit list
Monday .....31...Sitting in chambers
Tues., Feb. 1 { Companies Acts and non-wit list
Wednesday 2 }
Thursday... 3 } Non-wit list
Friday ..... 4 ..Mots and non-wit list
Saturday ... 5 { Sht caus, pets, and non-wit list
Monday..... 7...Sitting in chambers
Tuesday ... 8 ..Fur con and non-wit list
Wednesday 9 }
Thursday .. 10 } Non-wit list
Friday .....11 .. Mots and non-wit list
Saturday ...12 { Sht caus, pets, and non-wit list
Monday .. ..14 . Sitting in chambers
Tuesday .. 15 ..Fur con and non-wit list
Wednesday 16 }
Thursday ...17 } Non-wit list
Friday .....18...Mots and non-wit list
Saturday .. 19 { Sht caus, pets, and non-wit list
Monday.....21 . Sitting in chambers
Tuesday ... 22 ..Fur con and non-wit list
Wednesday 23 }
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Friday .. . 25...Mots and non-wit list
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Monday ...28 Sitting in chambers
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Wednesday 2 }
Thursday ... 3 } Non-wit list
Friday ..... 4...Mots and non-wit list
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Friday .....18 Mots and non-wit list
Saturday ...19 { Sht caus, pets, and non-wit list
Monday.....21...Sitting in chambers
Tuesday ...22 ..Fur con and non-wit list
Wednesday 23...Remaining matters

Any Cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Tues., Jan. 11 ..Mots and non-wit list
Wednesday 12 } Companies Acts and non-wit list
Thursday ...13...Non-wit list
Friday .....14...Mots and non-wit list
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Friday .....21...Mots and non-wit list
Saturday ...22 { Sht caus, pets, and non-wit list
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Saturday ...29 { Sht caus, pets, and non-wit list
Monday .... 31...Sitting in chambers
Tues., Feb. 1 { Companies Acts and non-wit list
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Wednesday 16 }
Thursday...17 } Non-wit list
Friday .....18...Mots and non-wit list
Saturday ...19 { Sht caus, pets, and non-wit list
Monday.....21 ..Sitting in chambers
Tuesday ...22 . Companies Acts and mots
Wednesday 23 ..Motions (urgent)

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the Judge's Clerk not less than one clear day before the Further Consideration is ready to come into the Paper.

KING'S BENCH COURT.

MR. JUSTICE EVE.

Tues., Jan. 11...Mots and non-wit list
Wednesday 12 { Sht caus, pets, fur con and non-wit list
Thursday ...13...Non-wit list
Friday .....14...Mots and non-wit list
Saturday ...15 { Liverpool and Manchester business
Monday.....17...Sitting in chambers
Tuesday ...18 { Sht caus, pets, fur con and non-wit list
Wednesday 19 }
Thursday ...20 } Non-wit list
Friday .....21...Mots and non-wit list
Saturday ...22...No sitting
Monday.....24...Sitting in chambers
Tuesday ...25 { Sht caus, pets, fur con and non-wit list
Wednesday 26 }
Thursday ...27 } Non-wit list
Friday .....28 ..Mots and non-wit list
Saturday ...29 { Manchester and Liverpool business
Monday ...31 Sitting in chambers
Tues., Feb. 1 { Sht caus, pets, fur con and non-wit list
Wednesday 2 }
Thursday ... 3 } Non-wit list
Friday ..... 4...Mots and non-wit list
Saturday ... 5...No sitting
Monday..... 7...Sitting in chambers
Tuesday ... 8 { Sht caus, pets, fur con and non-wit list
Wednesday 9 }
Thursday .. 10 } Non-wit list
Friday .....11...Mots and non-wit list
Saturday ...12 { Liverpool and Manchester business
Monday.....14...Sitting in chambers
Tuesday .....15 { Sht caus, pets, fur con and non wit list
Wednesday 16 }
Thursday .. 17 } Non-wit list
Friday .....18...Mots and non-wit list
Saturday ...19.. No sitting
Monday.....21...Sitting in chambers
Tuesday ...22 { Sht caus, pets, fur con, and non-wit list
Wednesday 23 }
Thursday ...24 } Non-wit list
Friday .....25 . Mots and non-wit list
Saturday ...26 { Manchester and Liverpool business
Monday .. 28...Sitting in chambers
Tues., Mar. 1 { Sht caus, pets, fur con and non-wit list
Wednesday 2 }
Thursday 3 } Non-wit list
Friday ..... 4...Mots and non-wit list
Saturday ... 5...No sitting
Monday..... 7...Sitting in chambers
Tuesday ... 8 { Sht caus, pets, fur con and non-wit list
Wednesday 9 }
Thursday ...10 } Non-wit list
Friday .....11...Mots and non-wit list
Saturday ...12 { Liverpool and Manchester business
Monday .... 14 . Sitting in chambers
Tuesday ...15 { Sht caus, pets, fur con and non-wit list
Wednesday 16 }
Thursday ...17 } Non-wit list
Friday .....18...Mots and non-wit list
Saturday ...19...No sitting
Monday.....21...Sitting in chambers
Tuesday .. 22 { Sht caus, pets, fur con and non-wit list
Wednesday 23...Non-wit list

On Monday to Friday inclusive, in the weeks ending January 22nd, February 5th and 19th, March 5th and 19th, the Court will sit until 4.30 p.m.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

Circuits of the Judges.

The following Judges will remain in town: PHILLIMORE, J., BUCKNILL, J., SUTTON, J., and HAMILTON, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1910.	S. WALES.	N. WALES.	NORTHERN.	S. EASTERN.	N. EASTERN.	WESTERN.	OXFORD.	MIDLAND.
Commission Days.	Lord Coleridge, J.	Pickford, J.	Walton, J. (2) Mr. Commissioner (1)	Channell, J (2) Jelf, J. (1)	Ridley, J. Mr. Commissioner	Lawrance, J. (1) Bray, J. (2)	Grantham, J. (1) A. T. Lawrence, J. (2)	J. C. J. of England (1) Darling, J. (2)
Tuesday Jan. 11	Haverfordwest			Huntingdon	Dates not yet fixed.	Devizes	Dates not yet fixed.	Dates not yet fixed.
Friday " 14	Lampeter			Cambridge		Dorchester		
Saturday " 15	Carmarthen			Mon., Jan. 17				
Monday " 17		Welshpool		Ipswich				
Tuesday " 18				Fri., Jan. 21		Taunton		
Wednesday " 19		Dolgelly						
Thursday " 20		Carnarvon		Appleby				
Friday " 21								
Saturday " 22	Brecon			Carlisle				
Monday " 24				Norwich				
Tuesday " 25	Presteign	Beaumaris		Thurs., Jan. 27		Bodmin		
Thursday " 27		Ruthin		Lancaster		Exeter 2		
Saturday " 29								
Monday " 31		Mold		Chelmsford				
Tuesday Feb. 1				Thurs., Feb. 3		Winchester 2		
Friday " 4				Manchester				
Monday " 7								
Tuesday " 8				Hertford		Bristol 2		
Wednesday " 9								
Thursday " 10								
Friday " 11				Fri., Feb. 11				
Monday " 14				Lewes				
Tuesday " 15				Fri., Feb. 18				
Wednesday " 16								
Monday " 21				Maidstone				
Tuesday " 22				Fri., Feb. 25				
Monday " 28								
Tuesday Mar. 1		Chester 2		Liverpool 2				
Friday " 4								
Monday " 7		Cardiff 2		Guildford				
Tuesday " 8				Fri., Mar. 4				
Monday " 14								
Monday " 21								
Wednesday " 23								

COURT OF APPEAL.

HILARY SITTINGS, 1910.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1908.

In re Clifford, dec Hart and ors v Reeve and ors appl of defts from order of Mr Justice Neville, dated Nov 16, 1907 March 6 (s.o. until further order)

In re William Stevens, dec Stevens v Stevens and ors appl of defts from order of Mr Justice Neville, dated Nov 12, 1908 Nov 25

1909.

Mitchell and anr v Cartwright and ors appl of pltffs from order of Mr Justice Warrington, dated June 23, 1909 (produce order) July 21

In re Norman, dec Parker v Attorney-Gen. appl of next of kin from order of Mr Justice Warrington, dated June 8, 1909 (s.o. for Attorney-Gen) Aug 13

Harman v Mason and anr appl of defts from order of Mr Justice Joyce, dated May 6, 1909 Oct 11

Nottidge and anr v Dering Raban and ors v Dering appl of pltffs from order of Mr Justice Neville (special case), dated July 14, 1909 Oct 11.

In re James Barton Jayne, dec Jayne v Jayne appl of pltffs from order of Mr Justice Neville, dated July 30, 1909 Oct 12

Tom Jones v The South Wales Miners' Federation and ors appl of defts from order of Mr Justice Swinfen Eady, dated July 9, 1909 Oct 21

The Gramophone Co ld v The Magazine Holder Co appl of pltffs from order of Mr Justice Warrington, dated Oct 14, 1909 Oct 22

Attorney-Gen. v Grand Junction Canal Co appl of pltff from order of Mr Justice Joyce, dated July 12, 1909 Oct 27

In re Squance's Settlement, dated March 11, 1871 In re The Will of J C Oliver W R Few and anr v E Oliver and ors appl of deft, L C Corfe, from order of Mr Justice Neville, dated June 17, 1909 Oct 29

In re Henry Cawte, dec Cawte v White appl of deft from order of Mr Justice Neville, dated July 29, 1909 (from Interlocutory List, by order) Aug 11

The British Westinghouse Electric & Manufacturing Co ld v Braulik appl of pltffs from order of Mr Justice Joyce, dated Oct 18, 1909 Nov 1

Deeley v Lloyd's Bank appl of pltff from order of Mr Justice Eve, dated April 3, 1909 Nov 4

Minter v Snow appl of pltff from order of Mr Justice Parker, dated Oct 29, 1909 Nov 8

J H Holmes & Co and ors v Associated Newspapers ld appl of pltffs from judgt of Mr Justice Neville, dated Oct 26, 1909 Nov 10

Walter Willè v Rev E St John and ors appl of pltff from order of Mr Justice Warrington, dated Nov 12, 1909 (produce order) Nov 13

Dunbar v Dunbar appl of deft from judgt of Mr Justice Warrington, dated Oct 21, 1909 Nov 23

Eckersley v Wigan Coal & Iron Co appl of defts from judgt of Mr Justice Eve, dated Nov 4, 1909 (produce order) Nov 29

In re The Companies Acts, 1862 to 1900 and In re The Belgian Rubber Plantations & Estates, ld appl of Industrial Share Corpn from order of Mr Justice Neville, dated Nov 9, 1909 Dec 1

Stubbs v Slater & Bond appl of pltff from order of Mr Justice Neville, dated Nov 30, 1909, and cross-notice by defts, dated Nov 27, 1909 (produce order) Dec 3

In the Matter of the Companies (Consolidation) Act, 1908, and In the Matter of the Discoverers' Finance Corporation ld appl of C J Ford and anr, liquidators, from order of Mr Justice Neville, dated Nov 17, 1909 (produce order) Dec 4

Worthington & Co ld v Abbott appl of deft from order of Mr Justice Eve, dated Nov 10, 1909 Dec 8

In re S W Ridley, dec Ridley and ors v Sharpe and ors appl of deft S F Ridley from order of Mr Justice Parker, dated Nov 16, 1909 Dec 10

In the Matter of an Indenture of Partnership, &c Dommett v Griffin appl of pltff from order of Mr Justice Joyce, dated Dec 7, 1909 Dec 13

In re William Ruddock, dec Newbury v Mansfield appl of deft from order of Mr Justice Warrington, dated Oct 19, 1909 Dec 14

The Conway Bridge Commissioners v Lloyd Jones appl of pltffs from order of Mr Justice Eve, dated Nov 12, 1909 Dec 15

In re Isaacs, dec May v Isaacs and ors appl of defts from order of Mr Justice Warrington, dated Oct 13, 1909 Dec 17

In re George Hodges, dec Hodges and ors v Hodges and ors appl of deft J A Hodges from order of Mr Justice Warrington, dated Oct 16, 1909 Dec 20

Cox v Harper and anr appl of pltff from order of Mr Justice Joyce, dated Nov 26, 1909 Dec 20

Perry v The National Provincial Bank appl of defts from order of Mr Justice Neville, dated Dec 13, 1909 Dec 20

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1909.

Thermos ld v The British Caloris Co appl of pltffs from refusal of Mr Justice Joyce, dated Nov 2, 1909 Nov 4

In the Matter of an Application by Ogston & Tennant ld for the Registration of Trade Mark, No 302,751, and In the Matter of the Opposition thereto, No 4,701, of Price's Patent Candle Co ld, and In the Matter of the Trade Marks Act, 1905 appl of Price's Patent Candle Co ld from order of Mr Justice Joyce, dated Oct 29, 1909 Nov 11

In the Matter of the Companies (Consolidation) Act, 1909, and In the Matter of The Ibo & Nyassa Corpn ld appl of Isaac Lewis from order of Mr Justice Neville, dated Nov 9, 1909 Nov 19

Divorce Vardopulo, J F (petnr) v Vardopulo, E (respt) appl of petnr from order of Mr Justice Bargrave Deane, dated Dec 3, 1909 Dec 14

The Abbotsford Hotel ld and ors v Thomas Kingham and F H D Mann appl of pltffs from order of Mr Justice Joyce, dated Dec 10, 1909 (produce order) Dec 15

In the Matter of William Wilde, a solicitor of the Supreme Court appl of W Wilde from refusal of Mr Justice Neville, dated Nov 12, 1909 Dec 17

Blythe v Birtley appl of defts from order of Mr Justice Joyce, dated Nov 30, 1909 (produce order) Dec 18

De Renzy v Galindez Bros and ors appl of defts Galindez Bros from order of Mr Justice Joyce, dated Dec 13, 1909 Dec 22

In the Matter of the Estate of Charles Pawley, dec B L Pawley (married woman) v E J Pawley and ors appl of H E Pawley, in person (one of the defts) from order of Mr Justice Parker, dated Dec 17, 1909 Dec 22

Winding-up Notices.

London Gazette.—Friday, Jan. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Blanchards (London), Ltd—Petn for winding up, presented Jan 4, directed to be heard Jan 18. Cohen & Dunn, Audrey House, Ely pl, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17

Cosmopolitan Investments Bureaux, Ltd—Petn for winding up, presented Jan 3, directed to be heard Jan 18. Gibbe, Henrietta st, Covent Garden, solor for the petnsr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17

Fultons, Ltd—Petn for winding up, presented Jan 3, directed to be heard Jan 18. Cave & Co, Eastcheap, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17

Hogarth, Ltd—Creditors are required, on or before Jan 31, to send in their names and addresses, and particulars of their debts or claims, to William Spencer Jones, 21, Harrington st, Liverpool, liquidator

John Bull, Ltd—Petn for winding up, presented Jan 3, directed to be heard Jan 18. Morley & Co, Gresham House, Old Broad st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 17

Minehead Public Hall Co, Ltd—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to Ralph Ernest Sticklan, 18, The Avenue, Minehead, Somerset. Joyce & Co, Minehead solors for the liquidator

Universal Corporation, Ltd—Creditors are required, on or before Feb 22, to send their names and addresses, and particulars of their debts or claims, to Herbert Simpson, 40, Broad st House, New Broad st. Kimbers & Bostman, Lombard st, solors to the liquidator

Williams & Pascoe, Ltd—Creditors are required, on or before Feb 15, to send their names and addresses, with particulars of their debts or claims, to Albert H. Henshaw, Commerce ct, 11, Lord st, Liverpool, liquidator

London Gazette.—Tuesday, Jan. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Davy Hill & Hodgkinsons, Ltd (in Liquidation)—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of the r debts or claims, to Percy Child, 13, Copthall av. Robinson & Co, Eastcheap, solors for the liquidator

Sun Food Co, Ltd—Creditors are required, on or before Feb 11, to send their names and addresses, and particulars of their debts and claims, to John Brinkler Woolthorpe, Leadenhall bldgs, liquidator

W. H. & A. Founder, Ltd—Petn for winding up, presented Jan 6, directed to be heard Jan 20, at 9.30. Chapman & Brooks, Manchester, solors for the petners. Notice of appear.ng must reach the above-named not later than 6 o'clock in the afternoon of Jan 19

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, Jan. 7.

Williams & Pascoe, Ltd.
Monastery Diamond Mines and Estates Co, Ltd.
Hard Stone Firms, Ltd.
Walter Williams, Ltd.
North Wales Lead Co, Ltd.
Blackburn Hippodrome, Ltd.
Sunbury Leather Co, Ltd. (Reconstruction).
Alfred James Johns & Co, Ltd.
Minehead Public Hall Co, Ltd.
Simsons, Ltd.
Belsize House, Ltd.
Silverwood Light Oil Co, Ltd.
Hedgeland & Co, Ltd.
Hollingworth & Co, Ltd.
St. Just Syndicate, Ltd.
Hogarth, Ltd.
James Holmes, Ltd.
Peaceau Wheel Syndicate, Ltd.
East Russian Mines, Ltd.
Davy Hill & Hodgkinsons, Ltd.
Reynolds and Hamby Estate Mortgage Co, Ltd.
Limmen Copper Syndicate, Ltd.
Universal Corporation, Ltd.
Duna Manufacturing Co, Ltd.
W. M. Paterson & Co, Ltd.
Oberburg Proprietary, Ltd.
Reeve's Chemical Sanitation, Ltd.

London Gazette.—Tuesday, Jan. 11.

Sylverlyte Electric Lamp Co, Ltd.
Thomas Sumner & Sons (Liverpool), Ltd.
Buvo, Ltd.
Motor Union, Ltd.
Hill Top Colliery Brick and Tile Co, Ltd.
Greenfield Conservative Club Co, Ltd.
United Provident Assurance Co, Ltd.
Thomason & Haseler Bros, Ltd.
Million Safety Lamp Co, Ltd.
Cursite Sales Co, Ltd
Hull Steam Shipping Co, Ltd.
Hanley Hotel Co, Ltd.
British Rhondda Steam Coal Co, Ltd.
Morecambe Motor and Engineering Co, Ltd.
New Anglo-French General Finance Co, Ltd.
River Plate Gas Co, Ltd.
Hudson's Consolidated, Ltd.
Matabele Proprietary Mines, Ltd (Reconstruction)
French Guinea Mining Co, Ltd.
Synthetic Rubber Co, Ltd.
Buenos Ayres (New) Gas Co, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, Jan. 7.

Barker, Ellen Constantina, Chelsea Feb 5 Lee & Pembertons, Lincoln's inn fields
Berdell, Edwin James, Newick rd, Clapton Feb 3 May & Co, Lincoln's inn fields
Bell, John, St James sq, Holland Park Feb 4 Bird, Young st, Kensington
Bishop, Augusta, Uxbridge Feb 14 Pearce, Lincoln's inn fields
Boehmer, Frederick Charles, Twyford Feb 5 Boehmer, Moscow ct, Bayswater
Bowlby, Mary, Perham rd, West Kensington Feb 7 Bowlby, Abingdon st
Bradley, Robert, Hornsey rise Feb 3 W J & E H Tremellen, Southampton bldgs, Chancery ln
Briscoe, Thomas Holt, Bournemouth March 1 Smalls & Barker, Buckingham
Bristowe, Robert Henry, Sydenham hill Feb 15 Rhodes & Co, Copthall av
Burroughes, Jane Sarah, Eastbourne Feb 4 Wood, Finsbury sq
Carlile, James William, Newport Pagnell, Bucks Feb 5 Tippetts, Maiden ln, Queen st
Chapman, Henry, Scarborough, Chemist Feb 28 Hutchinson, Ripon
Christopher, Jennet, Gwarycastell, Crickhowell, Brecon Feb 15 Vaughan & Harris, Crickhowell
Coomber, George Henry, Dunton Green, Otford, Kent Feb 4 Knocker & Co, Sevenoaks
Cooper, Thomas, Shepton Mallet, Somerset Jan 21 Nalder, Shepton Mallet
Edmond, Francis Edward, Scarborough, Chemist's Assistant Feb 8 Whitfield, Scarborough
Edwards, Priscilla Martha, Newtown, Montgomery Feb 1 Woosnam, Newtown, North Wales
Evans, David, Llanfairfechan, Commission Agent Jan 22 Lloyd Manchester
Evans, William, Hampton Wick Feb 12 Parker & Hollebone, Southampton st, Bloomsbury
Foreman, Edward Benjamin, Lancing, Sussex Feb 14 Kingsford, Canterbury
Fox, Mary Anna, Plymouth Feb 4 Fox, Plymouth
Goddard, George, Chertsey Feb 8 Osgood, Hart st
Green, Charlotte Emma, Eastbourne Feb 7 Arno'd, Eastbourne
Hamer, Elizabeth Ann, Worthing Jan 31 Chamberlain & Johnson, Llandudno
Hesmondhalgh, Henry, Blackburn Feb 1 Radcliffes & Higginson, Blackburn
Hornby, James John, Eton College Feb 14 Jenkins & Co, Bedford row
Ingoldby, Mary Jane, Peckham rye Feb 12 Farrer & Co, Wardrobe pl, Doctors' Commons
Jones, Thomas, Llandudno, Car Proprietor Jan 31 Chamberlain & Johnson, Llandudno
Kelly, James Alphonse Mari Joseph Patrick, Agra, India March 8 Morse & Co, Walbrook
Kettle, Helen Maria, Market Drayton Feb 1 Hawthorn, Market Drayton
Kirchhoffer, Samuel Gerrard, King st, Covent Garden Feb 26 Surr & Co, Laurence Pountney hill
Knox, Robert, Middlesbrough, Roller Feb 10 Thompson, Middlesbrough

LINDSEY, REBECCA, Old Catton, Norwich Feb 7 English, Norwich
MAITLAND, EMMA KATHERINE, Palace gdns ter, Kensington Feb 19 Foyer & Co, Essex st, Strand
MEDHURST, FRANCIS HASTINGS, Victoria st, Electrical Engineer Feb 8 Bennett & Ferris, Coleman st
MILNES, WILLIAM, Ilkeston, Derby, Cab Proprietor Feb 11 Sale & Son, Derby
MORGAN, SARAH MARIA, Moseley, Worcester June 30 Coley & Coley, Birmingham
MURRAY, CHARLES ALOYSIUS SCOTT, Hambledon, Henley on Thames Feb 21 Higgins & Co, Bloomsbury sq
NICHOLSON, FREDERICK SMITHSON, New Moston, Failsworth, Manchester Feb 18 Bradbury, Bolton
OSBORN, JOHN, North Bromsgrove, Worcester Feb 20 Springthorpe & Holcroft, Birmingham
POGMORE, FREDERICK WILLIAM, Manchester, Solicitor Feb 16 Oswald & Co, Manchester
POGH, ELIZABETH, Caroline st, Eaton sq Jan 17 Hallam, Nottingham
PURCELL, WILLIAM, South Norwood hill Feb 9 Sanderson & Co, Queen Victoria st
REDLER, ALFRED GEORGE, St John's ln, Smithfield, Farrier Feb 14 Fenn, Furnival st
RICH, GEORGE, Slade, Badgworth, Somerset, Farmer Jan 28 March, Axbridge, Somerset
RUSSELL, JOHN WILLIAM PARBERY, Leicester, Bookbinder Feb 11 Harding & Barnett, Leicester
RYLANCE, JOSEPH WILLIAM, Tyldesley, Lancs, Registration Agent Jan 25 Dootson, Leigh, Lancs
SHELDON, ARTHUR, Chingford, Essex, Silk Merchant Feb 4 Wallace & Co, Basinghall st
SMITH, HENRY GWYNN DEANE, Piccadilly Feb 7 Radcliffe & Co, Craven st, Charing Cross
SLATER, JAMES THOMAS, Hornsey ln Feb 23 Ingle & Co, New Broad st
STEPHEN, JAMES YOUNG, Amersham Feb 21 Williamson & Co, Sherborne ln
STEWART, ALEXANDER, Great Tower st Feb 7 Bone & Heppell, Fredericks pl
STONE, LOUISA JANE, Surbiton hill Feb 1 Walters & Co, New sq, Lincoln's inn
STORRS, HARRIET, Southport Feb 7 Mawdsley & Hadfield, Southport
SUTTON, HENRY JOHN, Lincoln Feb 5 Toynbee & Co, Lincoln
THOMPSON, JANET, Middlesbrough Feb 10 Thompson, Middlesbrough
TOCK, HERMAN, Highbury New park, Fine Art Publisher Feb 15 Williams & Co, New Broad st
WALL, JOSEPH, Chesterfield, Beerhouse Keeper Feb 21 Stanton & Walker, Chesterfield
WHITE, HENRY, Caterham, Surrey, Labourer Feb 5 Pierron & Ellis, Vernon st
WHITLEY, JOHN, Wrington, Somerset Jan 31 Sparks & Blake, Crewkerne
WOOD, ANNIE, Brighton Feb 16 Williams, Brighton

London Gazette.—TUESDAY, Jan 11.

ANDERSON, WILLIAM GEORGE, Cape Town, Cape of Good Hope Feb 12 Jansen & Co, College hill
BAKER, FRANCIS, Ilchester, Somerset Feb 5 Davies, Yeovil
BLUNDELL, WILLIAM JOSEPH, Hall of Crosby, Lancs Feb 10 Guscotte & Co, Essex st, Strand
BRANWHITE, FREDERICK, Long Melford, Suffolk, Farmer Feb 28 Steed & Steed, Long Melford, Suffolk
BUIST, ROBERT GRAY, Hove, Sussex Feb 15 Green, Bloomsbury sq
BURY, OLIVER, Darwen, Lancs Jan 29 Marsden & Marsden, Blackburn
CHATER, CHARLES HAMES, Leicester Feb 12 Rawlins & Rawlins, Bournemouth
COOPER, EMMA ELIZABETH, Pevensey Bay, Sussex Feb 28 Turner & Osborne, Leadenhall st
FAWDRY, WILLIAM ALBERT, Choicehill, Over Norton, Oxford, Farmer Feb 21 T & A E Mace, Chipping Norton, Oxon
FENN, JOHN ROBERT, Great Yarmouth Feb 17 Diver & Preston, Great Yarmouth
FORSTER, FREDERICK JOSEPH, Croydon Feb 24 Robinson & Co, Eastcheap
GOLDMAN, ISAAC, Boscombe, Bournemouth Feb 9 Goldman, Southampton st
HIGGIN, CHARLES ERNEST, Liverpool, Merchant Feb 5 Laces & Co, Liverpool
HINDLE, ESTHER PICKARD, Headingley, Leeds Feb 10 Dawson & Chapman, Leeds
HODGE, SARAH SUSANNAH, Rhyl, Flint Feb 7 Norris, Highfield, Rhuddlan, Flint
HOLBERY, JOSEPH, Bradford Jan 20 Firth & Firth, Bradford
HORNE, GRACE, Warkworth, Northumberland, Innkeeper Feb 21 Douglas, Alnwick
HUMPHREY, JOHN CARROL, Elm, Cambridge, Farmer Feb 12 Welchman & Dewing, Wisbech
HUNT, GEORGE, Weymouth Feb 6 Grey & Cox, Birmingham
JOPSON, ROBERT, Elton, Bury, Lancs Jan 31 Dockworth & Son, Bury
KING, ELIZA, Gateshead Feb 14 Ord, Gateshead
KYTE, WILLIAM, Wootton Wawen, Warwick, Miller Jan 31 Phillips, Stratford on Avon
IRONS, EDWARD, East Finchley Feb 17 Burton & Son, Blackfriars rd
LADDS, JOHN, Ealing Jan 31 Hopgoods & Dowson, Spring gdns
LANT, CHARLOTTE GERTRUDE, Coventry Feb 21 Talbot, Kidderminster
LIGGINS, CAROLINE, Fallowfield, Manchester Feb 1 Payne & Co, Manchester
LINCOLN, ALBERT EDWARD, Egremont, Cheshire Feb 7 Pettiver & Pearkes, College hill
MCCLURE, CONSTANCE ADA, Fortune Gate rd, Harlesden Feb 14 Pollock & Co, Lincoln's inn fields
MCGREEVY, MICHAEL, April 30 Pearson, Manchester
MAIN, CHARLES PARSONS, Balmoral, Manitoba, Canada, Farmer Feb 15 Sharman & Co, Wellingborough
NIELD, GEORGE HARRY, West Didsbury, Manchester, Estate Agent Feb 5 Leak & Pratt, Manchester
OWEN, KATE AUBREY, Weston super Mare Feb 21 Owen, Weston super Mare
PEARSON, CHARLES KNIGHT, Upper Norwood Feb 10 James & Snow, Exeter
PHILPOTTS, RICHARD THEOPHILUS, Oldbury, Worcester Jan 31 Bonsor & Dawes, Oldbury, Birmingham
PIERCE, EMMA ELIZABETH, High Wycombe Feb 14 Park & Son, High Wycombe
PRATT, CAROLINE, Norwich March 1 Havers, Norwich
ROBERTS, MARY ANN HARDAKER, Leeds Jan 29 Tempest, Leeds
ROBERTS, WILLIAM, Pontrhydyfen, Michaelstone-super-Avon, Glam, Collier Mar 1 Spickett, Pontypridd
SEAGRAM, RACHEL MARY, Hereford rd, Bayswater Feb 1 Welman & Sons, Westbourne grove, Bayswater
SMITH, EMMA, Leeds Feb 10 Wood, Leeds
TACCHI, FRANCIS, Holloway Feb 10 Evans & Co, Theobald's rd, Bedford row
THOMAS, BEN, Newport Mon, Licensed Victualler Feb 7 Digby & Co, Newport, Mon
TSCHENTKE, GEORGE, Chesterton rd, North Kensington Feb 1 Welman & Sons, Westbourne grove Bayswater
WOOD, HENRY, Sheffield Jan 29 Fernell, Sheffield
WRIGLEY, THOMAS, Manchester, Clerk Feb 19 Hudson, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan 7.

RECEIVING ORDERS.

BARRASFORD, GEORGE, Charing Cross rd, Music Hall Agency Manager High Court Pet Oct 12 Ord Jan 4
BETTS, GEORGE WILLIAM, Stony Stratford, Bucks, Plumber Northampton Pet Jan 3 Ord Jan 3
BIDDLE, WILLIAM, Broadheath, Altrincham, Chester, Grocer Manchester Pet Jan 4 Ord Jan 4
BLACKBURN, MARY, Barrow in Furness, Fishmonger Barrow in Furness Pet Jan 4 Ord Jan 4
CARRINGTON, ROBERT JOHN, Plumstead Greenwich Pet Dec 14 Ord Jan 4
CAUDREY, W, & Co, Fenchurch av, Merchants High Court Pet Dec 9 Ord Jan 4
COOK, HERBERT, Fulham rd, Fulham High Court Pet Dec 3 Ord Jan 4
CORK, SAMUEL, Chesterton, Staffs, Builder Hanley Pet Jan 5 Ord Jan 5
COURLANDER, LEONARD, Ludgate hill, Jeweller High Court Pet Dec 14 Ord Jan 3
COWLIN, MARIA, Hastings, Boarding House Proprietress, Hastings Pet Jan 5 Ord Jan 5
DAVIES, WILLIAM REES, Clydach Vale, Glam, Colliery Haulier Pontypridd Pet Jan 3 Ord Jan 3
DISNEY, WALTER GEORGE, Witham, Essex, Draper Chelmsford Pet Jan 5 Ord Jan 5
DIXON, AMOS BENJAMIN, Oxford Fanbury Pet Dec 24 Ord Dec 24
EVANS, HENRY, Pontypridd, Underground Haulier Pontypridd Pet Jan 5 Ord Jan 5
FARROR, THOMAS HILL, Narberth, Pembroke, Baker Pembroke Dock Pet Jan 4 Ord Jan 4
FRIAR, ARTHUR JAMES, Molash, Kent, Grocer Canterbury Pet Jan 5 Ord Jan 5
GRANT, ERNEST GEORGE, Upper Parkstone, Dorset, Commission Agent Poole Pet Jan 3 Ord Jan 3
HARDWICK, SAMUEL, and JOHN HARDWICK, Ilchester, Northampton, Carpenters Northampton Pet Jan 4 Ord Jan 4
HOLLAND, HENRY, Cardiff, Oil Merchant Cardiff Pet Jan 4 Ord Jan 4
JACOBS, HENRY, Ynismeudw, Pentardawe, Glam, Gardener Neath Pet Jan 4 Ord Jan 4
MILLER, FRANK WILLIAM, South Lowestoft, Butcher Great Yarmouth Pet Jan 3 Ord Jan 3
O'FLYNN, JEREMIAH HENRY, Lifford, Worcester, Painter Birmingham Pet Dec 15 Ord Jan 4
PARKER, CHARLES FREDERICK, Sherwood Rise, Nottingham, Clerk Nottingham Pet Jan 4 Ord Jan 4
RASTOFSKY, SAMUEL, Harlow rd, Paddington, China Dealer High Court Pet Jan 4 Ord Jan 11
RICH, ALBERT BEST, Bournemouth, Boarding House Keeper Poole Pet Jan 4 Ord Jan 4
ROWTHORN, WILLIAM HENRY, Rotherham, Yorks, Surgeon Sheffield Pet Jan 4 Ord Jan 4
SHARMAN, CHARLES WILLIAM, Northampton, Draper Northampton Pet Jan 4 Ord Jan 4
SIMONS, GEORGE, Parson Drove, Cambridge, Wheelwright King's Lynn Pet Jan 3 Ord Jan 3
STONES, JOHN, Rosside, nr Ulverston, Lancs, Patent Shutter Manufacturer Barrow in Furness Pet Jan 5 Ord Jan 5
THACKER, SAMUEL, Hurst Cross, Hurst, Ashton under Lyne Lancs, Farmer Ashton under Lyne Pet Dec 21 Ord Jan 3
WALKER, JOHN HOWGATE, Harrogate, Boot Maker York Pet Jan 4 Ord Jan 4
WILLIAMS, EDWARD THOMAS, and ARTHUR JAMES WILLIAMS, Birmingham, Jewellers Birmingham Pet Jan 3 Ord Jan 3
WILLIAMS, HUGH, Gwalchmai, Anglesey, Farmer Bangor Pet Dec 18 Ord Jan 4

Amended Notice substituted for that published in London Gazette of Dec 28:

DORWARD, DAVID KIRKCALDY, and THOMAS ATKIN, Middlesbrough, Mineral Water Manufacturers Middlesbrough Pet Dec 10 Ord Dec 22

FIRST MEETINGS.

BARRASFORD, GEORGE, Charing Cross rd, Music Hall Agency Manager Jan 18 at 1 Bankruptcy bldgs, Carey st
CARRINGTON, ROBERT JOHN, Plumstead Jan 17 at 12 132, York rd, Westminster Bridge
CAUDREY, W, & Co, Fenchurch av, Merchants Jan 17 at 11 Bankruptcy bldgs, Carey st
COOK, HERBERT, Fulham rd, Fulham Jan 17 at 2.30 Bankruptcy bldgs, Carey st
COURLANDER, LEONARD, Ludgate hill, Jeweller Jan 17 at 1 Bankruptcy bldgs, Carey st
CURTIS, WILLIAM, Redruth, Cornwall, Cycle Agent Jan 19 at 12 Off Rec, 12, Princes st, Truro
DAVIDSON, DAVID, Cardiff, Clothier Jan 17 at 3 Off Rec, 117, St Mary st, Cardiff
DAVIES, WILLIAM REES, Clydach Vale, Glam, Colliery Haulier Jan 18 at 11 Off Rec, Post Office chmbrs, Taff st, Pontypridd
DION, SARAH ANN, Boston Jan 17 at 2 Off Rec, 4 and 6, West st, Boston
DIXON, AMOS BENJAMIN, Oxford Jan 15 at 12 1, St Aldates, Oxford
DORWARD, DAVID KIRKCALDY, and THOMAS ATKIN, Middlesbrough, Mineral Water Manufacturers Jan 18 at 11.30 Rec, Court chmbrs, Albert rd, Middlesbrough
ELLIOTT, GILBERT, Cleethorpes, Lincs, Newsagent Jan 15 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
EVANS, HENRY, Pontypridd, Glam, Underground Haulier Jan 18 at 11.30 Off Rec, Post Office chmbrs, Taff st Cardiff
FARROW, JOHN, Haverfordwest, Baker Jan 15 at 12.45 Off Rec, 4, Queen st, Carmarthen
GRANT, ERNEST GEORGE, Upper Parkstone, Dorset, Commision Agent Jan 17 at 12.30 Arcade chmbrs (first floor), Bournemouth
HARRIS, JOHN, Coventry, Fruiterer Jan 17 at 12 Off Rec, 8, High st, Coventry
HARRISON, GEORGE, Walkley, Sheffield, Farmer Jan 20 at 12 Off Rec, Figtree ln, Sheffield
HEWITT, JOHN, Newton le Willows, Lancs, Farm Bailiff Jan 15 at 11 Off Rec, Byrom st, Manchester
HOLLEY, ALFRED EDWARD, Maesteg, Glam, Labourer Jan 15 at 12.15 Off Rec, 117, St Mary st, Cardiff
HOWGOYD, LUTHER, North Ossett, Gawthorpe, nr Wakefield, Potato Merchant Jan 17 at 12 Off Rec, Bank chmbrs, Corporation st, Dewsbury
HUBBARD, THOMAS, Fairborough, Kent, Builder Jan 17 at 11.30 132, York rd, Westminster Bridge
NOWELL, JOHN WILLIAM, Lowestoft, Smack Owner Jan 15 at 12.30 Off Rec, 8, King st, Norwich

RASTOFSKY, SAMUEL, Harrow rd, Paddington, China Dealer Jan 17 at 12 Bankruptcy bldgs, Carey st
REES, MARY ANN, Llandyssul, Cardigan, Licensed Victualler Jan 15 at 12.30 Off Rec, 4, Queen st, Carmarthen
RICH, ALBERT BEST, Bournemouth, Boarding House Keeper Jan 17 at 12 Arcade chmbrs (first floor), Bournemouth
ROUTLEDGE, ERNEST, Lincoln, Newsagent Jan 17 at 12 Off Rec, 10, Bank st, Lincoln
SAMUEL, THOMAS, Lower Cwmtwrch, Glam, Collier Jan 15 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
THOMLINSON, WILLIAM JACOB, Norwich, Clerk Jan 15 at 12 Off Rec, 8, King st, Norwich
TURNER, WILLIE, Ossett, Yorks, Rag Merchant Jan 17 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
VEAL, HARRY, Kingston upon Hull, Draper Jan 15 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
VOYCE, JAMES HENRY, Nottingham, Mercantile Agent Jan 18 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
WALKER, JOHN HOWGATE, Harrogate, Boot Maker Jan 17 at 3 Off Rec, The Red House, Duncombe pl, York

ADJUDICATIONS.

BEER, OSCAR, Redcross st, Manufacturer's Agent High Court Pet Nov 22 Ord Jan 4
BETTS, GEORGE WILLIAM, Stony Stratford, Bucks, Plumber Northampton Pet Jan 3 Ord Jan 3
BIDDLE, WILLIAM, Broadheath, Altrincham, Chester, Grocer Manchester Pet Jan 4 Ord Jan 4
BLACKBURN, MARY, Barrow in Furness, Fishmonger Barrow in Furness Pet Jan 4 Ord Jan 4
CHASTRES, RICHARD CAREW, Church st, Camberwell High Court Ord Jan 4
CORK, SAMUEL, Chesterton, Staffs, Builder Pet Jan 5 Ord Jan 5
COWLIN, MARIA, Hastings, Boarding House Proprietress Hastings Pet Jan 5 Ord Jan 5
DAVIES, WILLIAM REES, Clydach Vale, Glam, Colliery Haulier Pontypridd Pet Jan 3 Ord Jan 3
DISNEY, WALTER GEORGE, Witham, Essex, Draper Chelmsford Pet Jan 5 Ord Jan 5
DIXON, AMOS BENJAMIN, Oxford Banbury Pet Dec 24 Ord Dec 24
DURDEN, ARTHUR, King's Heath, Worcester, Plumber Birmingham Pet Dec 23 Ord Jan 3
EVANS, HENRY, Pontypridd, Glam, Underground Haulier Pontypridd Pet Jan 5 Ord Jan 5
EVENS, SARAH ROYSTON, Kingham, Chipping Norton, Oxford Oxford Pet Oct 30 Ord Jan 5
FARROR, THOMAS HILL, Narberth, Pembroke, Baker Pembroke Dock Pet Jan 4 Ord Jan 4
FRIAR, ARTHUR JAMES, Molash, Kent, Grocer Canterbury Pet Jan 5 Ord Jan 5
GRANT, ERNEST GEORGE Upper Parkstone, Dorset, Commission Agent Poole Pet Jan 3 Ord Jan 3
HARDWICK, SAMUEL, and JOHN HARDWICK, Irchester, Northampton, Carpenters Northampton Pet Jan 4 Ord Jan 4
HOLLAND, HENRY, Cardiff, Oil Merchant Cardiff Pet Jan 4 Ord Jan 4
JACOBS, HENRY, Ynismeudw, Pontardawe, Glam, Gardener Neath and Aberavon Pet Jan 4 Ord Jan 4
JONES, WILLIAM, Garreg Landeg, Pentraeth, Anglesey, Farmer Bangor Pet Dec 16 Ord Jan 4
MILLER, FRANK WILLIAM, South Lowestoft, Butcher Great Yarmouth Pet Jan 3 Ord Jan 3
MITCHELL, CHARLES HENRY HERBERT, Edgbaston, Birmingham Birmingham Pet Dec 3 Ord Jan 4
PARKER, CHARLES FREDERICK, Sherwood Rise, Nottingham, Clerk Nottingham Pet Jan 4 Ord Jan 4
POPE, HERBERT ASHLEY, Leagrave, Beds, Plait Salesman Luton Pet Dec 22 Ord Jan 3
RASTOFSKY, SAMUEL, Harrow rd, Paddington, China Dealer High Court Pet Jan 4 Ord Jan 4
RICH, ALBERT BEST, Southsea, Hants, Boarding House Keeper Poole Pet Jan 4 Ord Jan 4
ROWTHORN, WILLIAM HENRY, Rotherham, Yorks, Surgeon Sheffield Pet Jan 4 Ord Jan 4
SHARMAN, CHARLES WILLIAM, Northampton, Draper Northampton Pet Jan 4 Ord Jan 4
SIMONS, GEORGE, Parson Drove, Cambridge, Wheelwright King's Lynn Pet Jan 3 Ord Jan 3
SOMERVILLE, SAMUEL WALLACE MAY, Warnford, Bishops Waltham, Southampton Southampton Pet Dec 4 Ord Jan 3
WALKER, JOHN HOWGATE, Harrogate, Boot Maker York Pet Jan 4 Ord Jan 4

Amended Notice substituted for that published in the London Gazette of Jan 4:

JAMES, DAVID HENRY, Newport, Mon, Confectioner Newport, Mon Pet Dec 9 Ord Jan 1

ADJUDICATIONS ANNULLED.

RADFORD, ARTHUR JAMES, Cambridge, Agent Cambridge Adjud Aug 20, 1909 Annul Jan 3, 1910
GILL, WILLIAM, Wakefield, Outfitter Wakefield Adjud July 1, 1908 Annul Dec 21, 1909
CHOULES, HENRY, Pershore Worcester Adjud Dec 1, 1903 Annul Nov 10, 1909

London Gazette.—TUESDAY, Jan 11.

RECEIVING ORDERS.

ADAM, JOHN SIDEY, St Albans, Surgeon Dentist High Court Pet Jan 7 Ord Jan 7
ANDERTON, JOSEPH, Lower Wortley, Leeds, Licensed Victualler Leeds Pet Jan 6 Ord Jan 6
ASHCROFT, ROBERT, Wigan, Farmer Wigan Pet Jan 7 Ord Jan 7
ASTLEY, JACOB JOHN, Seymour st, Portman sq High Court Pet May 5 Ord Jan 4
BANKS, ALFRED HOPE, Chiswick, Laundryman Brentford Pet Nov 12 Ord Jan 7
BATCHELOR, CHARLES NEWTON, Milford Haven, Pembroke Pembroke Dock Pet Jan 8 Ord Jan 8
BRADEY, JOHN, Lissington, Lincoln, Farmer Lincoln Pet Jan 7 Ord Jan 7
BRADLEY, SAMUEL, Birmingham, Cycle Worker Birmingham Pet Jan 8 Ord Jan 8
BRYANT, A E, & Co, Gloucester, Boot Factors Gloucester Pet Dec 21 Ord Jan 7
CLAYTON, JOSEPH, Rotherham, York Sheffield Pet Jan 8 Ord Jan 8
COLLIS, ALBERT, Bracebridge, Lincs, Pattern Maker Lincoln Pet Jan 8 Ord Jan 8
DUBBIN, DAVID, Bexhill, Builder Hastings Pet Dec 21 Ord Jan 6
EARNSHAW, DAN ERNEST, Batley Carr, in Batley, Yorks, Carrier Dewsbury Pet Jan 5 Ord Jan 5
FARRER, PERCY ABBOTT, Gravesend, Whisky Merchant High Court Pet Oct 22 Ord Jan 7
FLETCHER, JOHN WILLIAM, Waltham, Lincs, Farmer Gt Grimsby Pet Jan 5 Ord Jan 5
HADATH, JOHN EDWARD GUMBY, Chichele rd, Cricklewood High Court Pet Nov 18 Ord Jan 7
HARRISON, JANE, Scarborough, Tobacconist Scarborough Pet Jan 6 Ord Jan 6
HILL, WILLIAM, Boston, Lincs, Farmer Boston Pet Jan 7 Ord Jan 7
HOOD, MAURICE HENRY NELSON, Datchet, Bucks High Court Pet Dec 9 Ord Jan 7
HOWELLS, JAMES, Penrhiwceiber, Glam, Collier Pontypridd Pet Jan 6 Ord Jan 6
HURST, CHARLES HENRY, Upper Grange rd, Bermondsey High Court Pet Jan 7 Ord Jan 7
JACKSON, HAYDN, Leeds, Wholesale Cabinet Maker Leeds Pet Jan 7 Ord Jan 7
LANE, GEORGE MAIDMENT, Gosport, Hants, Builder Portsmouth Pet Dec 20 Ord Jan 7
MALVERN, CHARLES, and ALFRED MALVERN, Cheltenham, Builders Cheltenham Pet Jan 7 Ord Jan 7
ROOTHAM, GEORGE THOMAS, Bedford, Restaurant Keeper Bedford Pet Jan 8 Ord Jan 8
ROWLE, CHARLES, Winthorpe, Lincs, Farmer Boston Pet Jan 7 Ord Jan 7
RUTTY, JOHN CLARK, Botesdale, Suffolk, Leather Merchant Ipswich Pet Dec 18 Ord Jan 4
SMITH, PETER, Warrington, Electrician Warrington Pet Jan 7 Ord Jan 7
SNELL, THOMAS FREDERICK, Radford, Nottingham, General Dealer Nottingham Pet Jan 7 Ord Jan 7
STIMPSON, DAVIDS, & Co, South st, Finsbury, General Merchants High Court Pet Dec 14 Ord Jan 6
TAYLOR, JOHN, Nottingham, Commission Agent Nottingham Pet Jan 7 Ord Jan 7
THOMAS, JOHN HOSKING, Treverva, Budock, Cornwall, Farmer Truro Pet Jan 8 Ord Jan 8
TURNHAM, ERNEST, Datchet, Bucks, Hotel Proprietor Windsor Pet Jan 6 Ord Jan 6
WARD, PERCY MASON, Cliffe at Hoo, Kent, Builder Rochester Pet Jan 8 Ord Jan 8
WOOD, JOHN, Droylsden, Lancs, Grocer Ashton under Lyne Pet Dec 17 Ord Jan 7

Amended Notice substituted for that published in the London Gazette of Jan 4:

ASPEY, FLORENCE, Warrington Warrington Pet Dec 14 Ord Dec 31

Amended Notice substituted for that published in the London Gazette of Jan 7:

RASTOFSKY, SAMUEL, Harrow rd, Paddington, China Dealer High Court Pet Jan 4 Ord Jan 4

FIRST MEETINGS.

ADAM, JOHN SIDEY, St Albans, Herts, Surgeon Dentist Jan 20 at 11 Bankruptcy bldgs, Carey st
ANDERTON, JOSEPH, Lower Wortley, Leeds, Licensed Victualler Jan 19 at 11 Off Rec, 24, Bond st, Leeds
ASPEY, FLORENCE, Warrington Jan 19 at 2.30 Off Rec, Byrom st, Manchester
ASTLEY, JACOB JOHN, Seymour st, Portman sq Jan 21 at 1 Bankruptcy bldgs, Carey st
BETTS, GEORGE WILLIAM, Stony Stratford, Bucks, Plumber Jan 19 at 11.30 Off Rec, The Parade, Northamptou
BIDDLE, WILLIAM, Altrincham, Grocer Jan 19 at 3.30 Off Rec, Byrom st, Manchester
BLACK, THOMAS, Low Spennymoor, Durham, Grocer Jan 19 at 3 Off Rec, 3, Manor pl, Sunderland
CORK, SAMUEL, Chesterton, Staffs, Builder Jan 20 at 11.30 Off Rec, King st, Newcastle, Staffs
COWLIN, MARIA, Hastings, Boarding House Proprietress Jan 24 at 12 County Court Offices, 24, Cambridge rd, Hastings
DUBBIN, DAVID, Bexhill, Sussex, Builder Jan 24 at 12.30 County Court Offices, 24, Cambridge rd, Hastings
DURDEN, ARTHUR, King's Heath, Worcester, Plumber Jan 25 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
EARNSHAW, DAN ERNEST, Batley, York, Carrier Jan 20 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
FARRER, PERCY ABBOTT, Gravesend, Whisky Merchant Jan 21 at 12 Bankruptcy bldgs, Carey st
FARROR, THOMAS HILL, Narberth, Pembroke, Baker Jan 19 at 12.45 Off Rec, 4, Queen st, Carmarthen
FLETCHER, JOHN WILLIAM, Waltham, Lincs, Farmer Jan 19 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
HADATH, JOHN EDWARD GUMBY, Cricklewood, Middlesex Jan 19 at 1 Bankruptcy bldgs, Carey st
HALFORD, GEORGE, Liskeard, Cornwall, Baker Jan 20 at 4 7, Buckland ter, Plymouth
HARDWICK, SAMUEL and JOHN HARDWICK, Irchester, Northampton, Carpenters Jan 19 at 12 Off Rec, The Parade, Northampton
HARRISON, JANE, Scarborough, Tobacconist Jan 20 at 4 Off Rec, 48, Westborough, Scarborough
HOOD, MAURICE HENRY NELSON, Datchet, Bucks Jan 19 at 12 Bankruptcy bldgs, Carey st
HOWELLS, JAMES, Penrhiwceiber, Glam, Collier Jan 21 at 11 Off Rec, Post Office chmbrs, Taff st, Pontypridd
HURST, CHARLES HENRY, Upper Grange rd, Bermondsey Jan 19 at 11 Bankruptcy bldgs, Carey st
JACKSON, HAYDN, Burmantofts, Leeds, Wholesale Cabinet Maker Jan 19 at 11.30 Off Rec, 24, Bond st, Leeds
JACOBS, HENRY, Pontardawe, Glam, Gardener Jan 19 to 11 Off Rec, Government bldgs, St Mary's st, Swansea
JONES, WILLIAM, Pentraeth, Anglesey, Farmer Jan 19 at 2.30 Railway Hotel, Bangor
KAY, WILLIAM LAMBERT, Bedale, Yorks, Grocer Jan 20 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
MILLER, FRANK WILLIAM, Lowestoft, Butcher Jan 19 at 12.30 Off Rec, 8, King st, Norwich
MILLS, EDWIN KYTE, Burnley, Coal Dealer Jan 19 at 10.30 Off Rec, 13, Winckley st, Preston
MITCHELL, CHARLES HENRY HERBERT, Edgbaston, Birmingham Jan 24 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
MOTTRAM, HAROLD, Ashton under Lyne Jan 19 at 11 Off Rec, 13, Winckley st, Preston
OWEN, ROBERT, Llanfechell, Anglesey, General Dealer Jan 19 at 1.30 Railway Hotel, Bangor
PARKER, CHARLES FREDERICK, Nottingham, Clerk Jan 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
RILEY, RICHARD, Bilston, Staffs, Coal Merchant Jan 19 at 11.30 Off Rec, Wolverhampton
RUTTY, JOHN CLARK, Botesdale, Suffolk, Leather Merchant Jan 19 at 2 Off Rec, 36, Princes st, Ipswich
SHARMAN, CHARLES WILLIAM, Northampton, Draper Jan 19 at 3 Off Rec, The Parade, Northampton
SNELL, THOMAS FREDERICK, Radford, Notts, General Dealer Jan 21 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
STIMPSON, DAVIDS, & Co. South st, Finsbury, General Merchants Jan 19 at 12 Bankruptcy bldgs, Carey st
THACKER, SAMUEL, Ashton under Lyne, Lancs, Farmer Jan 19 at 3 Off Rec, Byrom st, Manchester
TURNHAM, ERNEST, Datchet, Bucks, Hotel Proprietor Jan 19 at 3 14, Bedford row
WARD, JAMES HENRY, Birmingham, Grocer Jan 25 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
WEST, CHARLES, Newport, Mon, Builder Jan 20 at 11 Off Rec, 144, Commercial st, Newport, Mon
WITHINGTON, ELI, Birmiogham, Painter Jan 24 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham

ADJUDICATIONS.

ADAM, JOHN SIDEY, St Albans, Herts, Surgeon Dentist High Court Pet Jan 7 Ord Jan 7
ANDERSON, JOSEPH, Lower Wortley, Leeds, Licensed Victualler Leeds Pet Jan 6 Ord Jan 6
ASHCROFT, ROBERT, Wigan, Farmer Wigan Pet Jan 7 Ord Jan 7
ASPEY, FLORENCE, Warrington Warrington Pet Dec 14 Ord Jan 7
BATCHELOR, CHARLES NEWTON, Milford Haven, Pembroke, Pembroke Dock Pet Jan 8 Ord Jan 8
BERNSTEIN, NATHAN, and FRANK ISIDORE BERNSTEIN, Golden ln, Mantle Manufacturers High Court Pet Sept 28 Ord Jan 5
BRADEY, JOHN, Lissington, Lincoln, Farmer Lincoln Pet Jan 7 Pet Jan 7
CLAYTON, JOSEPH, Rotherham, Yorks Sheffield Pet Jan 8 Ord Jan 8
COLLIS, ALBERT, Bracebridge, Lincs, Pattern Maker Lincoln Pet Jan 8 Ord Jan 8
COOKE, A, Stoughton, nr Guildford, Baker Guildford Pet Dec 1 Ord Jan 7
DICKSON, ROBERT, Fenchurch st, Tailor High Court Pet Dec 17 Ord Jan 7
DORWARD, DAVID KIRKCALDY, and THOMAS ATKIN, Middlesbrough, Mineral Water Manufacturer Middlesbrough Pet Dec 10 Ord Jan 5
FLETCHER, JOHN WILLIAM, Waltham, Lincs, Farmer Gt Grimsby Pet Jan 5 Ord Jan 5
HARRISON, JANE, Scarborough, Tobacconist Scarborough Pet Jan 6 Ord Jan 6
HILL, WILLIAM, Boston, Lincs, Farmer Boston Pet Jan 7 Ord Jan 7
HOWELLS, JAMES, Penrhiwceiber, Glam, Collier Pontypridd Pet Jan 6 Ord Jan 6
JACKSON, HAYDN, Leeds, Wholesale Cabinet Maker Leeds Pet Jan 7 Ord Jan 7
JANE, RICHARD BENNETT, Fenchurch av, Merchant High Court Pet Dec 9 Ord Jan 7
MALVERN, CHARLES, and ALFRED MALVERN, Cheltenham, Builders Cheltenham Pet Jan 7 Ord Jan 7
MOON, WILLIAM JOHN, and ROBERT HENRY MOON, Bristol, Tin Box Manufacturers Bristol Ord Dec 10 Pet Jan 6
NEVILLE, JAMES BREZ, Old Corn Exchange chmbrs, Flour Merchant High Court Pet Oct 14 Ord Jan 7
RAYMOND, FITZROY DELOAR, Paris High Court Pet Oct 5 Ord Jan 5
ROBERTSON, EARL LUCIUS, Shaftesbury av, Dentist High Court Pet Nov 11 Pet Jan 6
ROOTHAM, GEORGE THOMAS, Bedford, Restaurant Keeper Bedford Pet Jan 8 Ord Jan 8
ROWLE, CHARLES, Winthorpe, Lincs, Farmer Boston Pet Jan 7 Ord Jan 7
SMITH, PETER, Warrington, Electrician Warrington Pet Jan 7 Ord Jan 7
SNELL, THOMAS FREDERICK, Nottingham, General Dealer Nottingham Pet Jan 7 Ord Jan 7
TAYLOR, JOHN, Nottingham, Commission Agent Nottingham Pet Jan 7 Ord Jan 7
THOMAS, JOHN HOSKING, Treverva, Budock, Cornwall, Farmer Truro Pet Jan 8 Ord Jan 8
TRIEB, ALFRED ROBERT JEAN, Curzon rd, Muswell Hill, Manufacturer's Agent Edmonton Pet Sept 8 Ord Jan 3
TURNHAM, ERNEST, Datchet, Bucks, Hotel Proprietor Windsor Pet Jan 6 Ord Jan 6
WARD, PERCY MASON, Cliffe at Hoo, Kent, Builder Rochester Pet Jan 8 Ord Jan 8
WHITAKER, RICHARD YATES, Padiham, Lancs, Weaver Burnley Pet Dec 21 Ord Jan 7
WILLIAMS, THOMAS, Aberystwyth, Plumber Aberystwyth Pet Dec 9 Ord Jan 8

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